

AUCTION CONDITIONS

Reg 16, Civil Law (Sale of Residential Property) Regulations 2004

- *1. No bids may be made for the Seller of this Property.

OR

- *1. The auctioneer may make 1 bid for the Seller of the Property at any time during the auction.

*[*One of these alternatives must be deleted]*

- 2. Each person bidding must be entered on the bidders record.
- 3. The auctioneer may refuse any bid.
- 4. The auctioneer may decide the amount by which the bidding is to be advanced.
- 5. The auctioneer may withdraw the Property from sale at any time.
- 6. The auctioneer may refer a bid to the Seller at any time before the end of the auction.
- 7. If there is a dispute about a bid, the auctioneer may resubmit the Property for sale at the last undisputed bid or start the bidding again.
- 8. If there is a dispute about a bid, the auctioneer is the sole arbiter and the auctioneer's decision is final.
- 9. The sale is subject to a reserve price unless the auctioneer announces otherwise.
- 10. The highest recorded bidder will be the Buyer, subject to any reserve price.
- 11. If a reserve price has been set for the Property and the Property is passed in below the reserve price, the Seller must first negotiate with the highest bidder for the purchase of the Property.
- 12. The Buyer must sign the Contract and pay the Deposit immediately after the fall of the hammer.

The Law Society of the Australian Capital Territory: Contract for Sale

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
				14	25	Higgins
		and known as 19 Castieau Street, Higgins				
Seller	Full name ACN/ABN Address	Timothy Michael Drage & Rebecca Lee Drage 19 Castieau Street, Higgins, ACT 2615				
Seller Solicitor	Firm Ref Phone DX/Address	Marjason & Marjason Solicitors RF:181231 (Robbie Freestone) 02 6147 1600 Fax PO Box 598, Queanbeyan NSW 2620				
Stakeholder	Name	Fuse Property Trust Account				
Seller Agent	Firm Ref Phone DX/Address	Fuse Property Kellie O'Connor 0499 350 757 Fax PO Box 7079, KARABAR NSW 2620				
Restriction on Transfer	Mark as applicable	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 251 <input type="checkbox"/> section 265 <input type="checkbox"/> section 298				
Land Rent	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
Occupancy	Mark one	<input checked="" type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy				
Breach of Covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents and				
Goods	Description	all fixed floor coverings, light fittings and window treatments as inspected				
Date for Registration of Units Plan						
Date for Completion		28 days				
Residential Withholding Tax	New residential premises?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
	Potential residential land?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
	Buyer required to make a withholding payment?		<input type="checkbox"/> No <input type="checkbox"/> Yes (insert details on p.3)			
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?		<input type="checkbox"/> No <input type="checkbox"/> Yes			
	Clearance Certificates attached for all the Sellers?		<input type="checkbox"/> No <input type="checkbox"/> Yes			

An agent may only complete the details in this black box and exchange this contract. See page 3 for more information.

Buyer	Full Name ACN/ABN Address			
Buyer Solicitor	Firm Ref Phone DX/Address	Fax		
Price	Price	(GST inclusive unless otherwise specified)		
	Less Deposit	\$ 0.00	(10% of Price)	<input type="checkbox"/> Deposit by Instalments (clause 52 applies)
	Balance	\$ 0.00		
Date of This Contract				

Co-Ownership	Mark one (Show shares)	<input type="checkbox"/> Joint tenants	<input type="checkbox"/> Tenants in common in the following shares:
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Read This Before Signing

Before signing this contract you should ensure that you understand your rights and obligations. You should read the important notes on page 3. You should get advice from your solicitor.

Seller signature	Buyer signature
Seller Witness name and signature	Buyer Witness name and signature

Seller Disclosure Documents

The following marked documents are attached and form part of this Contract. The Buyer acknowledges that by execution of this Contract the Buyer certifies in writing that the Buyer received the marked documents prior to entering into this Contract.

- ☒ Crown lease of the Land (including variations)
- ☒ Current edition of the certificate of title for the crown lease
- ☒ Deposited Plan for the Land
- ☒ Energy Efficiency Rating Statement
- ☐ Encumbrances shown on the certificate of title (excluding any mortgage or other encumbrance to be discharged)
- ☐ If there is an encumbrance not shown on the certificate of title – a statement about the encumbrance complying with the Civil Law (Sale of Residential Property) Regulations
- ☒ Lease Conveyancing Inquiry Documents for the Property
- ☒ Building Conveyancing Inquiry Document (except if:
 - the Property is a Class A Unit
 - the residence on the Property has not previously been occupied or sold as a dwelling; or
 - this Contract is an "off-the-plan purchase")
- ☒ Building and Compliance Inspection Report(s) (except if section 9(2)(a)(ii) or section 9(2)(a)(iii) of the Sale of Residential Property Act applies). The inspection must have been carried out no earlier than 3 months before the Property was advertised or offered for sale, and if the Seller has obtained 2 or more reports in that period, each report.
- ☒ Pest information (except if the property is a Class A Unit, or is a residence that has never been occupied): Pest Inspection Report(s). The inspection must have been carried out no earlier than 3 months before the Property was advertised or offered for sale and, if the Seller has obtained 2 or more reports in the period 6 months before advertising or offering for sale, each report.

If the Property is off-the-plan:

- ☐ proposed plan
- ☐ inclusions list

If the Property is a Unit where the Units Plan has registered:

- ☐ Units Plan concerning the Property
- ☐ current editions of the certificate of title for the Common Property
- ☐ (if the unit is a Class A Unit) minutes of meetings of the Owners Corporation and executive committee for the 2 years before the Property was advertised or offered for sale
- ☐ Section 119 Certificate
- ☐ registered variations to the articles of the Owners Corporation

Tenancy Summary

Premises		Expiry date	
Tenant Name		Rent	
Commencement date		Rent review date	
Term		Rent review mechanism	

Managing Agent Details for Owners Corporation or Community Title Scheme (If no managing agent, secretary)

Name		Phone	
Address			

If the Property is a Unit where the Units Plan has not registered:

- ☐ proposed Units Plans or sketch plan
- ☐ inclusions list
- ☐ the Default Rules
- ☐ details of any contract the Developer intends the Owners Corporation to enter, including:
 - the amount of the Buyer's General Fund Contribution that will be used to service the contract; and
 - any personal or business relationship between the Developer and another party to the contract
- ☐ the Developer's estimate, based on reasonable grounds, of the Buyer's General Fund Contribution for 2 years after the Units Plan is registered
- ☐ if a Staged Development of the Units is proposed – the proposed Development Statement and any amendment to the statement

If the Property is a Lot that is part of a Community Title Scheme:

- ☐ Section 67 Statement, as first or top sheet
- ☐ Community Title Master Plan
- ☐ Community Title Management Statement

If the Property is a Lot that will form part of a Community Title Scheme:

- ☐ proposed Community Title Master Plan or sketch plan
- ☐ proposed Community Title Management Statement

GST

- ☒ Not applicable
- ☐ Input taxed supply of residential premises
- ☐ Taxable supply (including new residential premises)
- ☐ GST-free supply of going concern
- ☐ Margin scheme applies

Tenancy

- ☐ Tenancy Agreement
- ☐ No written Tenancy Agreement exists

Invoices

- ☒ Building and Compliance Inspection Report
- ☒ Pest Inspection Report

Asbestos

- ☒ Asbestos Advice
- ☐ Current Asbestos Assessment Report

Important Asbestos Advice for ACT homes built before 1985

Asbestos is hazardous but it can be managed safely.

Follow the three steps for managing materials containing asbestos (MCAs) in your home.

Step 1. Identify where MCAs may be in your home

When was your house built?

- If your house was built before 1985, the table below gives you an indication of where you are likely to find MCAs in your home. There is also a diagram on the back of this sheet showing where MCAs are commonly found.
- If your house was built after 1985, it is unlikely to contain MCAs.
- If in doubt, assume that materials DO contain asbestos.

Common locations of MCAs in ACT homes*

(Percentage (%) of properties sampled where asbestos was detected)

Location	Pre 1965	1965–1979	1980–1984	1985–now [#]
Eaves	86%	92%	40%	0%
Garage/shed	80%	70%	15%	0%
Bathroom	54%	75%	50%	0%
Laundry	75%	80%	50%	0%
Kitchen	52%	23%	15%	0%

*Results of 2005 Asbestos Survey of over 600 ACT Homes. *One MCA was found in a 1985 house supporting roof tiles on a gable end.

Step 2. Assess the risk

Visually check the condition of the MCA – is it cracked, broken, etc?

- If it's in good condition and left undisturbed, it does not pose a health risk.
- If you suspect it is not in good condition, arrange for appropriate maintenance or removal by a qualified person.

Step 3. Manage safely

Make sure you remember to:

- Keep an eye on MCAs to make sure they remain in good condition.
- Consider removal of the MCA by a qualified person, when renovating or doing home repairs.
- Inform tradespeople working on your home of the location of any possible MCAs.
- Engage a qualified person if you decide to obtain a professional asbestos report on MCAs in your home.

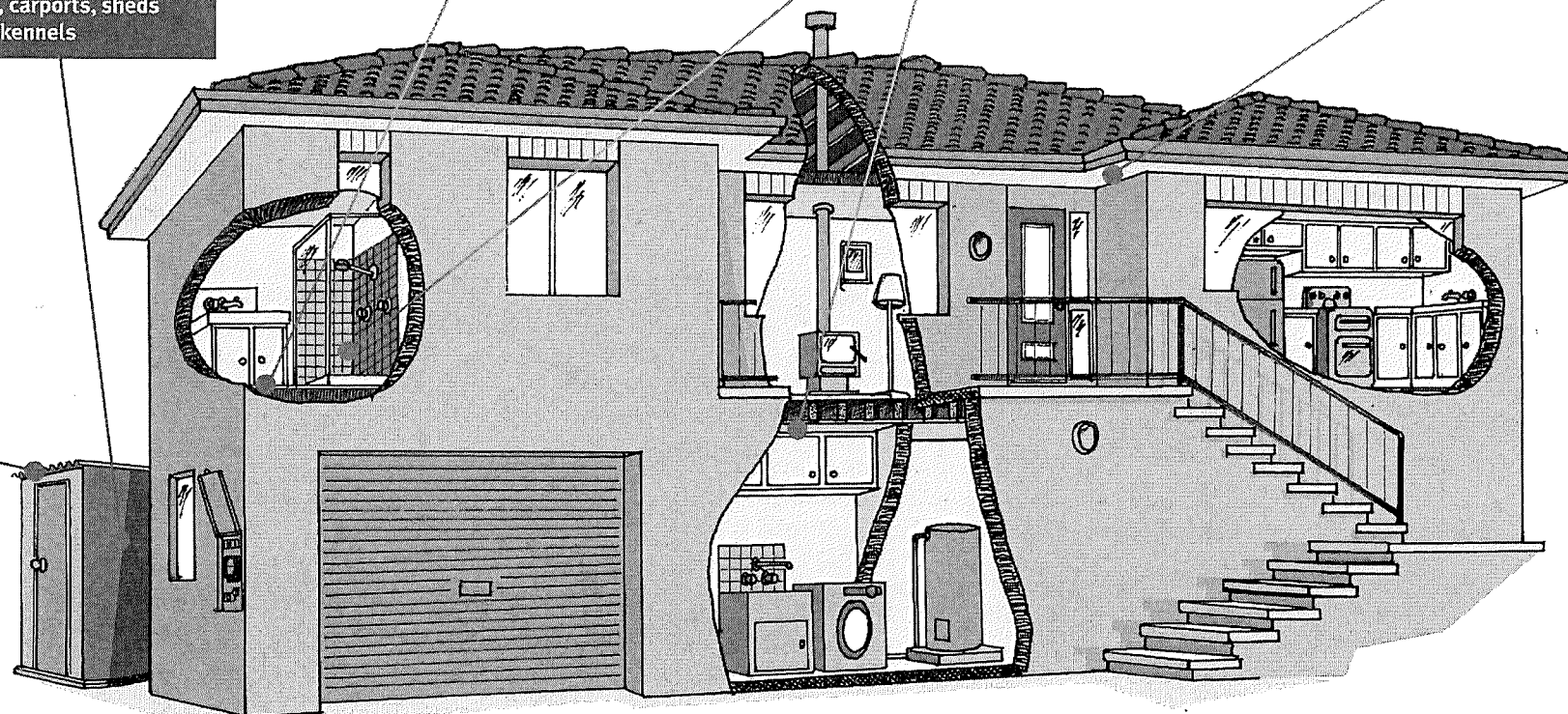
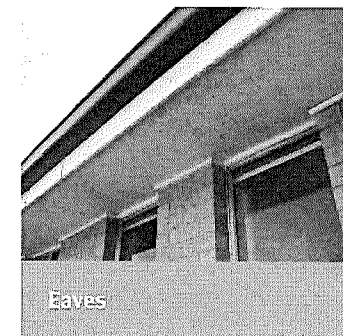
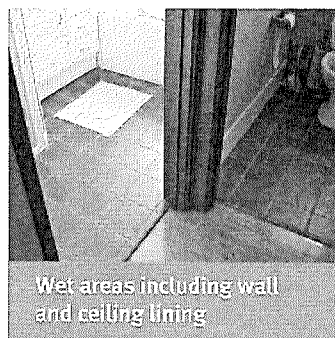
For further information or advice on managing asbestos or home renovations visit the asbestos website www.asbestos.act.gov.au or call 13 22 81.



Asbestos Awareness.
Helping everyone breathe easier.

Common locations of materials containing asbestos in ACT homes

If your house was built before 1985, some of the materials it was built from probably contain asbestos.



Asbestos Awareness.
Helping everyone breathe easier.

Volume 308 Folio 10 Edition 2

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Higgins Section 25 Block 14 on Deposited Plan 2210

Lease commenced on 02/04/1969, granted on 09/09/1963, term of 99 years

Area is 803 square metres or thereabouts

Joint Tenants

Timothy Michael Drage

Rebecca Lee Drage

of 19 Castieau Street Higgins ACT 2615

REGISTERED ENCUMBRANCES AND INTERESTS

Original title is Volume 276 Folio 23

Purpose Clause: Refer Crown Lease

S.180 Land Act 1991: Compliance/Completion Cert Issued

Registered Date	Dealing Number	Description
15/02/2011	1728379	Mortgage to Westpac Banking Corporation

End of interests



CUSTOMER SERVICE CENTRE
DAME PATTIE MENZIES HOUSE
16 CHALLIS STREET
DICKSON ACT 2602

PHONE: 62071923

LEASE CONVEYANCING ENQUIRY

Your response is sought to the following questions in relation to:

LAND: Please provide details of the land you are enquiring about.

Unit	0	Block	14	Section	25	Suburb	HIGGINS
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Leased by the Australian Capital Territory on behalf of the Commonwealth under the Land (Planning and Environment) Act 1991 and Planning & Development Act 2007

- | | No | Yes |
|--|--------------|-------|
| 1. Have any notices been issued relating to the Crown Lease? | (X) | () |
| 2. Is the Lessor aware of any notice of a breach of the Crown Lease? | (X) | () |
| 3. Has a Certificate of Compliance been issued?
Certificate Number: N/A | () | (X) |
| (N/A ex-Government House) <input type="checkbox"/> | | |
| Dated: 02-APR-70 | | |
| 4. Has an application for Subdivision been received under the Unit Titles Act? | (see report) | |
| 5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004? | (see report) | |
| 6. If an application has been determined, is the land subject to a Preliminary Assessment, an Assessment or an Enquiry under Party IV of the Land Act 1991, or an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007? | (see report) | |
| 7. Has a development application been received, or approval granted for development under the Land Act 1991, or the Planning & Development Act 2007 in respect of the Land? | (see report) | |
| 8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included) | (see report) | |
| 9. Has an Order been made in respect of the Land pursuant to Section 254, 254A, 255 and 256 of the Land Act 1991 or Part 11.3 of the Planning & Development Act 2007? | (see report) | |
| 10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land? | (see report) | |

Customer Service Centre

Date: 15-NOV-18 15:14:47

Applicant's Name : INFOTRACK, INFOTRACK
E-mail Address : actenquiries@infotrack.com.au
Client Reference : 181231

Did you know? Lease Conveyancing enquiries can be lodged electronically at www.canberraconnect.act.gov.au
For further information, please contact the Lease Conveyancing Officer on 62071923



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

15-NOV-2018 15:14

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 2

INFORMATION ABOUT THE PROPERTY

HIGGINS Section 25/Block 14

Area(m2): 809.0
Unimproved Value: \$332,000 Year: 2018
Subdivision Status: Application not received under the Unit Titles Act.
Heritage Status: Nil.

Assessment Status: The Land is not subject to a Preliminary Assessment, an Assessment or an Enquiry under Part IV of the Act concerning the Land.

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

No Applications Found.

DEVELOPMENT APPLICATIONS ON THE ADJACENT PROPERTIES (LAST 2 YEARS ONLY)

The information on development applications on adjacent blocks is to assist purchasers to be aware of possible nearby development activity. Please note however, it doesn't cover all development activity. Since the introduction of the Planning and Development Act 2007, a significant range of development activity can be undertaken without development approval. Exempt activities include but are not limited to, new residences, additions to residences, certain sheds, carports and pergolas etc. Information on exempt developments can be found at http://www.planning.act.gov.au/topics/design_build/da_assessment/exempt_work

LAND USE POLICIES

To check the current land use policy in the suburb that you are buying a property in, please check the Territory Plan online at <http://www.legislation.act.gov.au/ni/2008-27/current/default.asp>

CONTAMINATED LAND SEARCH

Information is not recorded by the Environment Protection Authority regarding the contamination status of the land. However, this does not absolutely rule out the possibility of contamination and should not be interpreted as a warranty that there is no contamination. To be completely sure, independent tests should be arranged.



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Dickson, ACT 2602

15-NOV-2018 15:14

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 2

ASBESTOS SEARCH

ACT Government records indicate that asbestos (loose fill or otherwise) is not present on this land. However, the accuracy of this information is not guaranteed. If the property was built prior to 1 January 2004, you should make your own enquiries and obtain reports (from a licensed Asbestos Assessor) in relation to the presence of loose-fill asbestos insulation (and other forms of asbestos e.g. bonded asbestos) on the premises.

CAT CONTAINMENT AREAS

Residents within cat containment areas are required to keep their cats confined to their premises at all times. The ACT Government pursuant to Section 81 of the Domestic Animals Act 2000, has declared the following areas to be cat containment areas: BONNER, COOMBS, CRACE, DENMAN PROSPECT, FORDE, JACKA (from 1 January 2017) LAWSON, MOLONGLO, MONCRIEFF, THE FAIR in north WATSON, THROSBY and WRIGHT. More information on cat containment is available at www.tams.act.gov.au or by phoning Access Canberra on 13 22 81.

TREE PROTECTION ACT 2005

The Tree Protection Act 2005 protects individual trees of importance and urban forest areas that require particular protection. A Tree Register has been established and can be found on the Territory and Municipal Services website http://www.tams.act.gov.au/parks-recreation/trees_and_forests/act_tree_register or for further information please call Access Canberra on 132281

----- END OF REPORT -----

THE COMMONWEALTH OF AUSTRALIA

CANCELLED

Australian Capital Territory

The City Area Leases Ordinance 1936-1967

Lease

GRANTED pursuant to the City Area Leases Ordinance 1936-1967 and the Regulations thereunder on the 14th day of April 1969 One thousand nine hundred and sixty nine WHEREBY the Commonwealth of Australia (hereinafter called the "Commonwealth") grants to GEORGE WELSHY & CO. LIMITED a company incorporated under the laws of the United Kingdom whose registered office in the Australian Capital Territory is situated at care of Cooper Bros. Way & Hardie of 35 Ainslie Avenue City Canberra in the said Territory

(hereinafter called the "Lessee")

ALL THAT piece or parcel of land situate in the City Area in the Australian Capital Territory containing an area of 3 3/4 acres roods 3 3/4 perches or thereabouts and being Block 14 Section 25 Division of Higgins as delineated on Deposited Plan Number 2210 in the office of the Registrar of Titles at Canberra in the said Territory and being the land shown by pink colour on the plan endorsed hereon RESERVING unto the Commonwealth all minerals TO HOLD unto the Lessee for the term of ninety-nine years commencing on the second day of April One thousand nine hundred and sixty nine to be used by the Lessee for residential purposes only YIELDING AND PAYING THEREFOR during the first twenty (20) years of the said term rent at the rate of sixty four dollars per annum and after the expiration of the said twenty years during the remainder of the said term rent at the rate of Five dollars per centum per annum of the unimproved value of the said land as determined from time to time upon re-appraisal of the said value under any Statute Ordinance or Regulation.

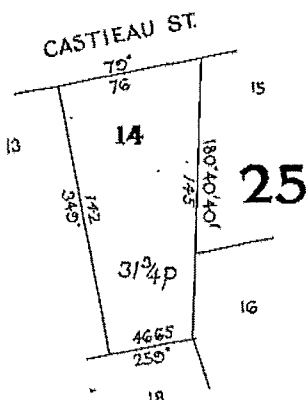
1. THE lessee covenants with the Commonwealth as follows:-

- That the lessee will in respect of the first year of the said term pay to the Minister on behalf of the Commonwealth or to such person as may be authorised by the Minister for that purpose at Canberra in the said Territory the rent hereby reserved in advance without any deduction whatsoever and that the lessee will during the remainder of the said term pay the rent hereby reserved at the rate aforesaid in the following manner namely in advance for the period commencing on the second day of April and ending on the thirtieth day of June One thousand nine hundred and seventy and thereafter by quarterly payments in advance on the FIRST day of July the FIRST day of October the FIRST day of January and the FIRST day of April in each year to the Minister or to such person as may from time to time be authorised by the Minister for that purpose at Canberra aforesaid without any deductions whatsoever the first of such quarterly payments to be made on the FIRST day of July One thousand nine hundred and seventy;
- That the lessee will pay to the Minister on behalf of the Commonwealth or to such person as may be authorised as aforesaid at Canberra in the said Territory as additional rent a sum at the rate of Eight dollars per centum (8%) per annum of rent payable under this lease which may remain unpaid for one calendar month after the day appointed for payment thereof computed from the expiration of the said calendar month to the date upon which such payment is made such additional rent to be added to and paid with the said amount of rent;
- That the lessee will within six months from the second day of April 1969 or within such further time as may be approved in writing by the Commonwealth or the Minister on behalf of the Commonwealth for that purpose commence to erect one building only (with necessary and usual outbuildings and fences) on the said land at a cost not less than the sum of seven thousand dollars and in accordance with plans and specifications prepared by the lessee and previously submitted to and approved in writing by the Commonwealth or the Minister on behalf of the Commonwealth;
- That the lessee will within twelve months from the second day of April 1969 or within such further time as may be approved in writing by the Commonwealth or the Minister on behalf of the Commonwealth complete the erection of the said building at a cost not less than the said sum of seven thousand dollars and in accordance with the said plans and specifications and in accordance with every Statute Ordinance or Regulation applicable thereto;
- That the lessee will at all times during the said term maintain repair and keep in repair all buildings and erections on the said land all to the satisfaction of the Minister;
- That the lessee will not without the previous approval in writing of the Commonwealth or the Minister on behalf of the Commonwealth erect any building on the said land or make any structural alterations in any building erected on the said land;

(g) To use the said land for residential purposes only;

- If and whenever the lessee fails to repair or keep in repair any building or erection on the said land the Commonwealth or the Minister on behalf of the Commonwealth may by notice in writing to the lessee specifying the wants of repairs require the lessee to effect repairs in accordance with the said notice or to remove the building or erection and if after the expiration of one calendar month from the date of the said notice or such longer time as the Commonwealth or the Minister on behalf of the Commonwealth may in writing allow the lessee has not effected the said repairs or removed the building or erection the Minister or any person or persons duly authorised by the Commonwealth or the Minister in that behalf with or without carts or other vehicles horses or other animals may enter upon the said land and effect the said repairs or (if the Minister is of opinion the building or erection is beyond reasonable repair) may demolish and remove the building or erection and all expenses incurred by the Commonwealth or the Minister in effecting such repairs or in demolishing and removing the building or erection shall be paid by the lessee to the Commonwealth on demand and from the date of such demand until paid shall for all purposes of this lease be deemed to be rent payable under this lease and unpaid by the lessee;

- To permit any person or persons authorised by the Commonwealth or the Minister on behalf of the Commonwealth in that behalf to enter upon the said land at all reasonable times and in any reasonable manner and inspect the said land and any buildings erections and improvements thereon.



Scale 60 feet to an inch

2. THE Commonwealth covenants with the lessee—

- (a) That the lessee may at any time upon payment of all rent and other moneys due to the Commonwealth under this lease surrender this lease to the Commonwealth but subject to any law of the Territory to the contrary the lessee shall not be entitled to receive any compensation from the Commonwealth in respect of such surrender or in respect of any buildings erections or improvements upon the said land;
- (b) That the unimproved value of the said land shall be re-appraised for the purpose of determining the rent payable under this lease only in the twentieth year of the term of this lease and in every twentieth year thereafter.

3. IT IS MUTUALLY COVENANTED AND AGREED as follows:—

- (a) That if—
- (i) any rent payable under this lease shall remain unpaid for twelve calendar months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or
 - (ii) a building in accordance with sub-clause (c) of clause 1 of this lease is not commenced within the period specified in the said sub-clause; or
 - (iii) a building in accordance with sub-clause (c) of clause 1 of this lease is not completed within the period specified in sub-clause (d) of the said clause; or
 - (iv) after completion of a building as aforesaid the said land is at any time not used for a period of one year for the purpose for which this lease is granted
- the Commonwealth or the Minister on behalf of the Commonwealth may determine this lease but without prejudice to any claim which the Commonwealth or the Minister on behalf of the Commonwealth may have against the lessee in respect of any breach of the covenants on the part of the lessee to be observed or performed;
- (b) That acceptance of rent by the Commonwealth or the Minister or a person authorised by the Minister for that purpose during or after any period referred to in paragraph (ii) (iii) or (iv) of sub-clause (a) of this clause shall not prevent or impede the exercise by the Commonwealth or the Minister on behalf of the Commonwealth of the powers conferred upon it by sub-clause (a) of this clause;
- (c) If at the expiration of this lease the Minister shall have decided not to subdivide the said land and that it is not required for any Commonwealth purpose and shall have declared the said land to be available for lease the lessee shall be entitled to a further lease of the said land for such further term and at such rent and subject to such conditions (including re-appraisal of rent) as may then be provided or permitted by Statute Ordinance or Regulation. If the Minister shall have decided to subdivide the said land the lessee shall be entitled to a lease under the Statutes Ordinances and Regulations then in force of any one block which forms part of the said land and which the Minister shall have declared to be available for lease;
- (d) That in this lease the expression "Minister" shall mean the Minister of State of the Commonwealth for the time being administering the City Area Leases Ordinance 1936-1967 including any amendments thereof or any Statute or Ordinance substituted therefor or the member of the Executive Council of the Commonwealth for the time being performing the duties of such Minister and shall include the authority or person for the time being authorised by the Minister or by law to exercise the powers and functions of the Minister under the City Area Leases Ordinance 1936-1967 including any amendments thereof or any Statute or Ordinance substituted therefor;
- (e) That any notice requirement demand consent or other communication to be given to or served upon the lessee by the Commonwealth or the Minister under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Minister and delivered to or sent in a prepaid letter addressed to the lessee at the said land or at the usual or last-known address of the lessee or affixed in a conspicuous position on the said land;
- (f) That if the lessee shall consist of one person the word "Lessee" shall where the context so admits or requires be deemed to include the lessee and the executors administrators and assigns of the lessee;
- (g) That if the lessee shall consist of two or more persons the word "Lessee" shall where the context so admits or requires in the case of a tenancy in common be deemed to include the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and the administrators executors and assigns of the survivor of them;
- (h) That if the lessee shall be a corporation the word "Lessee" shall where the context so admits or requires be deemed to include such corporation and its successors and assigns.

IN WITNESS whereof this Lease has been executed in the name of the Commonwealth of Australia by the Minister and by the lessee.

SIGNED SEALED AND DELIVERED
by EDWARD JOSEPH GRIFFITHS
delegate of the Minister of State for
the Interior of the Commonwealth of
Australia in the presence of—

Commissioner for Declarations

SIGNED SEALED AND DELIVERED
for and on behalf of George Wimpey & Co. Limited by its Attorney

in the presence of

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. MD 2745 miscellaneous register under the authority of which he has just executed the within contract.

Signed at SYDNEY the twenty-fourth day of September, 1969.

Signed in the presence of:—

George Wimpey & Co. Limited
by its Attorney.

Satisfactory evidence has been produced to me that on 2nd April 1970 clauses 1 and 12 of the within lease had been complied with

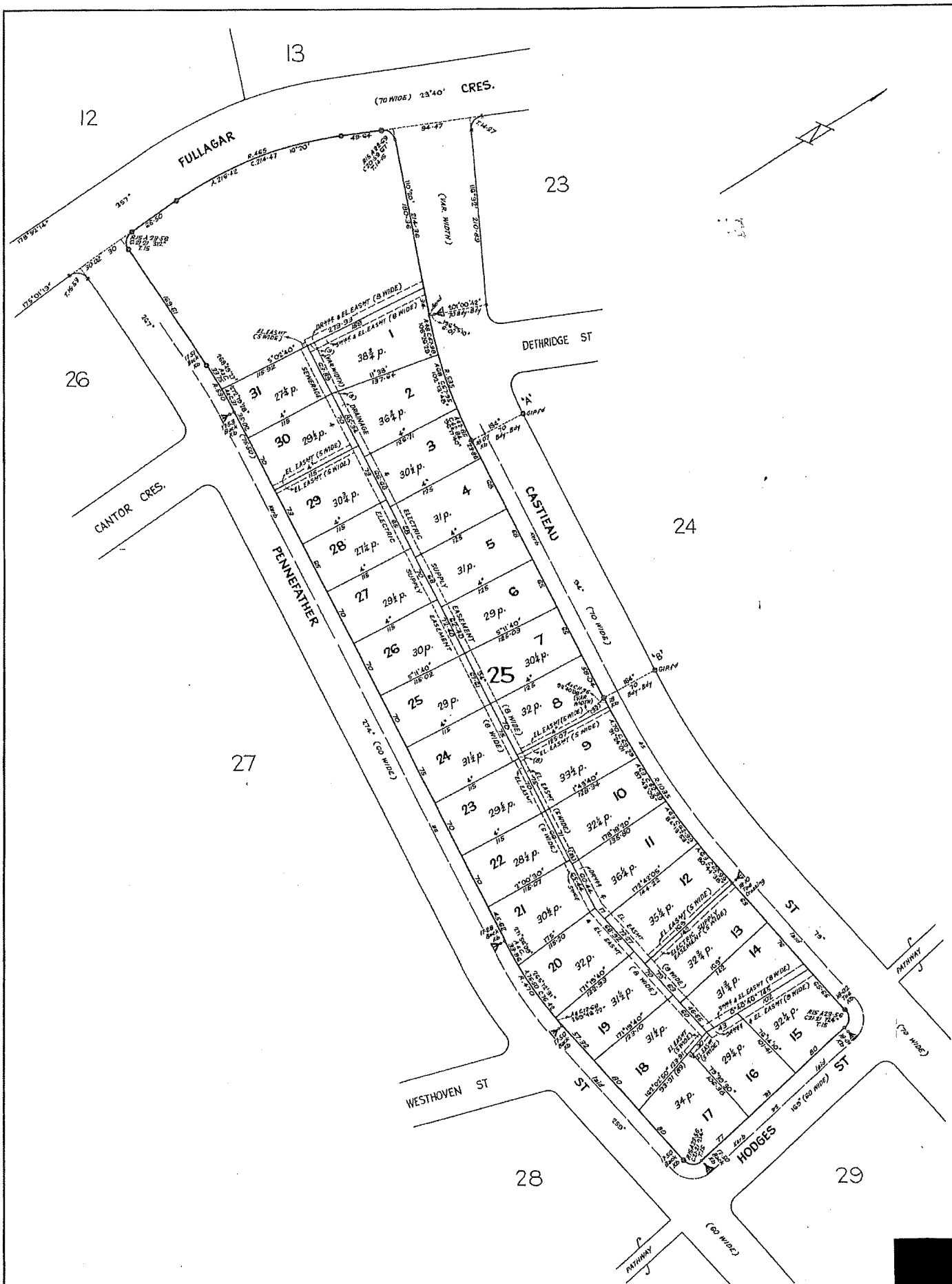
Registrar of Titles

CANCELLED AND CERTIFICATE OF TITLE

VOLUME 30 8401210 ISSUED

REGISTRAR OF TITLES

No. 106923 — TRANSFER from the within named George Wimpey & Co Limited to Norman Anthony Hams of 131 Rivett Street Hatchell in the Australian Capital Territory Public Servant and Leahy Anne Curran of 56 Queanbeyan Road in the State of New South Wales as joint tenants. On the 3rd day of September 1970. and entered 18th September 1970. ten minutes past nine o'clock in the forenoon Registrar of Titles



Automatic A-8 (New)

6.—WILLIAM MORRIS TWEEDIE, of Canberra, a surveyor, registered under the provisions of the Surveyors' Ordinance, 1917, do hereby solemnly and sincerely declare: (a) that all boundaries and measurements shown on this plan are correct; (b) that all survey marks found and relevant physical objects as so indicated by the boundaries are correctly represented; (c) that all physical objects indicated on the plan are correctly represented; (d) that the whole of the material facts in relation to the land are correctly represented; (e) that the survey has been made skillfully and in accordance with the provisions of the Surveyors' Ordinance, 1917, and the regulations made thereunder; and (f) that the survey has been made in accordance with the provisions of the Surveyors' Ordinance, 1917, and the regulations made thereunder.

Declared at Canberra this 1st day of April 1929 before me

I. W. T. Tweedie
Surveyor-General

I certify that this plan is the plan prepared in accordance with Section 6 of the District Ordinance, 1914-1917.

W. T. Tweedie
Registered Surveyor

PLAN OF
BLOCKS 1-31, SECTION 25
DIVISION: HIGGINS
DISTRICT: CANBERRA CITY
AUSTRALIAN CAPITAL TERRITORY

Scale: — 20 feet — to an inch.

Field Books: K.A.339 7168/1228, 7168/1217, 7168/54

Deposited in the office of the Registrar of Titles at the Australian Capital Territory the 11th day of May 1929.

per me, *W. T. Tweedie*
Surveyor-General

per me, *W. T. Tweedie*
Surveyor-General

DEPOSITED PLAN
2210

REFERENCE MARKS
● Denotes G.I.P. in road & radiolity from T.P.
" C.B. " " " " " T.P.
▲ (Except as otherwise shown)

Cooling Off Period

(for residential property only)

- 1 The Buyer may rescind this Contract at any time before 5pm on the 5th Business Day after the day this Contract is made except if any circumstance in paragraph 2 applies.
- 2 There is no cooling off period if:
 - the Buyer is a corporation; or
 - the Property is sold by tender; or
 - the Property is sold by auction; or
 - before signing this Contract, the Buyer gives the Seller a certificate in the form required by the Sale of Residential Property Act signed by the Buyer Solicitor; or
 - this Contract is made on the same day the Property was offered for sale by auction but passed in and the Buyer was recorded in the bidders record as a bidder or a person for whom a bidder was bidding.
- 3 A Buyer exercising the cooling off right by rescinding this Contract forfeits 0.25% of the Price. The Seller is entitled to recover the amount forfeited from the Deposit and the Buyer is entitled to a refund of any balance.

Warnings

- 1 The Lease may be affected by the *Residential Tenancies Act 1997* (ACT) or the *Leases (Commercial & Retail) Act 2001* (ACT).
- 2 If a consent to transfer is required by law, see clause 4 as to the obligations of the parties.
- 3 As some risks associated with the Property pass from the Seller to Buyer on the Date of this Contract, (except if the Property is a Unit) the Buyer should take out insurance on the Property on the Date of this Contract.
- 4 The Buyer will usually have to pay stamp duty on the purchase of the Land. The Buyer may incur penalties if the Buyer does not pay the stamp duty within the required time.
- 5 There are serious risks to a Buyer releasing the Deposit before Completion. The Buyer should take legal advice before agreeing to release the Deposit.
- 6 The Buyer should consider the application of the Territory Plan and other planning and heritage issues before signing this Contract.
- 7 If the Lease is a concessional lease then restrictions on transfer and other dealings may apply.

Disputes

If there is a dispute, the Law Society encourages the use of informal procedures such as negotiation, independent expert appraisal or mediation to resolve the dispute.

Exchange of Contract

- 1 An Agent, authorised by the Seller, may:
 - insert:
 - the name and address of, and contact details for, the Buyer;
 - the name and address of, and contact details for, the Buyer Solicitor;
 - the Price;
 - the Date of this Contract,
 - insert in, or delete from, the Goods; and
 - exchange this Contract.
- 2 An Agent must not otherwise insert, delete or amend this Contract.
- 3 **The Agent must not exchange this Contract unless expressly authorised by the Seller or (if a solicitor is acting for the Seller) by the Seller or the Seller Solicitor.**

The Seller agrees to sell and the Buyer agrees to buy the Property for the Price on these terms:

1. Definitions and Interpretation

1.1 Definitions appear in the Schedule and as follows:

Affecting Interests means any mortgage, encumbrance, lease, lien, charge, notice, order, caveat, writ, or other interest;

Agent has the meaning in the Sale of Residential Property Act;

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

- a Development not approved under the Planning Act including a development for which design and siting approval has not been obtained;
- a breach of the Building and Development Provision;
- a breach of any obligation of the Seller in a registered restrictive covenant affecting the Lease;
- a breach of any other term of the Lease;
- a breach of the articles of the Owners Corporation (if the Property is a Unit); or
- an Unapproved Structure;

Building Act means the *Building Act 2004* (ACT);

Building and Development Provision has the meaning in the Planning Act;

Building Conveyancing Inquiry Document has the meaning in the Sale of Residential Property Act;

Building and Compliance Inspection Report has the meaning in the Sale of Residential Property Act;

Business Day means any day other than a Saturday, Sunday, public holiday or bank holiday in the Australian Capital Territory;

Class A Unit has the meaning in the Sale of Residential Property Act;

Common Property for a Unit has the meaning in the Unit Titles Act;

Common Property for a Lot that forms part of a Community Title Scheme has the meaning in the Community Title Act;

Community Title Act means the *Community Title Act 2001* (ACT);

Community Title Body Corporate means the entity referred to as such in the Community Title Act;

Community Title Management Statement has the meaning in the Community Title Act;

Community Title Master Plan has the meaning in the Community Title Act;

Community Title Scheme has the meaning in the Community Title Act;

Completion means the time at which this Contract is completed;

Compliance Certificate means a certificate issued for the Lease under section 296 of the Planning Act or under section 28 of the *City Area Leases Act 1936* or under section 180 of the Land Act;

Covenant includes a restrictive covenant;

Default Notice means a notice in accordance with clause 18.5 and clause 18.6;

Default Rules has the meaning in the Unit Titles Management Act;

Deposit means the deposit forming part of the Price;

Developer in respect of a Unit has the meaning in the Unit Titles Act; in respect of a Lot has the meaning in the Community Title Act;

Developer Control Period has the meaning in the Unit Titles Management Act;

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Encumbrance has the meaning in the Sale of Residential Property Act but excludes a mortgage;

Energy Efficiency Rating Statement has the meaning in the Sale of Residential Property Act;

General Fund Contribution has the meaning in section 78(1) of the Unit Titles Management Act;

GST has the meaning in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

GST Rate means the prevailing rate of GST specified as a percentage;

Improvements means the buildings, structures and fixtures erected on and forming part of the Land;

Income includes the rents and profits derived from the Property;

Land Act means the *Land (Planning & Environment) Act 1991* (ACT);

Land Charges means rates, land rent, land tax and other taxes and outgoings of a periodic nature in respect of the Property;

Land Rent Act means the *Land Rent Act 2008* (ACT);

Land Rent Lease means a Lease that is subject to the Land Rent Act;

Lease means the lease of the Land having the meaning in the Planning Act;

Lease Conveyancing Inquiry Document has the meaning in the Sale of Residential Property Act;

Legislation Act means the *Legislation Act 2001*;

Liability of the Owners Corporation means any actual or contingent liability of the Owners Corporation attributable to the Unit on a Unit Entitlement basis (other than normal operating expenses) or expenditure to be made by the Owners Corporation to fulfil its obligations under the Unit Titles Management Act;

Lot has the meaning in the Community Title Act;

Non-Land Rent Lease means a Lease that is not subject to the Land Rent Act;

Notice to Complete means a notice in accordance with clause 18.1 and clause 18.2 requiring a party to complete;

Owners Corporation means the Owners Corporation for the Unit constituted or to be constituted under the Unit Titles Management Act following registration of the Units Plan;

Pest Inspection Report has the meaning in the Sale of Residential Property Act;

Pest Treatment Certificate has the meaning in the Sale of Residential Property Act;

Planning Act means the *Planning and Development Act 2007* (ACT);

Planning and Land Authority has the meaning in the Legislation Act;

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

Property means the unexpired term of the Lease, the Improvements and the Goods, or (if the Land is a Unit) the unexpired term of the Unit Lease, the Improvements and the Goods;

Required Documents has the meaning in the Sale of Residential Property Act and includes a Section 119 Certificate but excludes a copy of this Contract;

Rescission Notice has the meaning in the Sale of Residential Property Act;

Residential Tenancies Act means the *Residential Tenancies Act 1997* (ACT);

Sale of Residential Property Act means the *Civil Law (Sale of Residential Property) Act 2003* (ACT);

Section 119 Certificate means a certificate for the Unit issued under section 119 of the Unit Titles Management Act;

Section 56 Certificate means a certificate for a Lot issued under section 56 of the Community Title Act;

Section 67 Statement means a statement for a Lot complying with section 67(2)-(4) of the Community Title Act;

Service includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television, or water service;

Staged Development has the meaning given by section 17(4) of the Unit Titles Act;

Tenancy Agreement includes a lease for any term and whether for residential purposes or otherwise;

Unapproved Structure has the meaning in the Sale of Residential Property Act;

Unit means the Unit referred to in the Schedule and which has the meaning in the Unit Titles Act;

Unit Entitlement for the Unit has the meaning in the Unit Titles Act;

Unit Title is the Lease together with the rights of the registered lessee of the Unit;

Unit Titles Act means the *Unit Titles Act 2001* (ACT);

Unit Titles Management Act means the *Unit Titles (Management) Act 2011* (ACT); and

Units Plan means all the documents relating to the subdivision of the Land registered as the Units Plan for the Unit under the *Land Titles (Unit Titles) Act 1970*.

1.2 In this Contract:

- a reference to the Seller or to the Buyer includes the executors, administrators and permitted assigns of any of them, if an individual, and the successors or permitted assigns of any of them, if a corporation;
- the singular includes the plural, and the plural includes the singular;
- a reference to a person includes a body corporate;

- a term not otherwise defined has the meaning in the Legislation Act;
- a reference to an Act includes a reference to any subordinate legislation made under it or any Act which replaces it.

- 1.3 Headings are inserted for convenience only and are not part of this Contract.
- 1.4 If the time for something to be done or to happen is not a Business Day, the time is extended to the next Business Day, except in the case of clause 2.1.
- 1.5 A reference to "this Contract" extends to the Schedule, any annexure, additional clauses and attachments forming part of this Contract.
- 1.6 If there is more than one buyer or more than one seller the obligations which they undertake bind them jointly and individually.
- 1.7 Where the Buyer consists of more than one person, as between themselves, they agree to buy the Property in the specified manner of Co-ownership or if one alternative is not marked, as joint tenants.

2. Terms of payment

- 2.1 The Buyer must pay the Deposit on the Date of this Contract, to the Stakeholder or, if no Stakeholder is named, then to the Seller.
- 2.2 The Deposit becomes the Seller's property on Completion.
- 2.3 The Deposit may be paid by cheque or in cash (up to \$3,000.00) but if it is not paid on time or, if it is paid by cheque which is not honoured on first presentation, the Buyer is in default.
- 2.4 If the Buyer is in default under clause 2.3, then immediately and without the notice otherwise necessary under clause 18, clause 19 applies.
- 2.5 On Completion the Buyer must give the Seller an authority directing the Stakeholder to account to the Seller for the Deposit.
- 2.6 On Completion the Buyer must pay to the Seller in Canberra the Balance of the Price by unendorsed bank cheque, or in cash (up to \$200.00).
- 2.7 Any money payable to the Seller by the Buyer or the Stakeholder must be paid to the Seller or as the Seller Solicitor directs in writing and payment in accordance with that direction will be sufficient discharge to the person paying.
- 2.8 Completion must take place on the Date for Completion or as otherwise determined by this Contract and if not specified or determined, within a reasonable time.

3. Title to the Lease

- 3.1 The Lease is or will before Completion be granted under the Planning Act.
- 3.2 The Lease is transferred subject to its provisions.
- 3.3 The title to the Lease is or will before Completion be registered under the *Land Titles Act 1925*.
- 3.4 The title to the Lease must be transferred free from all Affecting Interests except as otherwise provided.
- 3.5 The Buyer cannot insist on any Affecting Interests being removed from the title to the Lease before Completion provided, on Completion, the Seller gives the Buyer any documents and registration fees necessary to remove the Affecting Interests.

4. Restrictions on transfer

- 4.1 The Lease is not subject to any restrictions on transfer other than any Restriction on Transfer.
- 4.2 If the Lease is subject to a Restriction on Transfer under the Planning Act due to non-compliance with the Building and Development Provision then this Contract is subject to the grant of the unconditional consent referred to in section 298 of the Planning Act. A Restriction on Transfer referring to "section 298" refers to this restriction.
- 4.3 If the Lease is granted under the Planning Act and is a lease of the type referred to in section 251 of the Planning Act then this Contract is subject to the grant of the unconditional consent in section 251 and section 252 of the Planning Act. A Restriction on Transfer referring to "section 251" refers to this restriction.
- 4.3A If the Lease is subject to a Restriction on Transfer under section 265 of the Planning Act, then this Contract is subject to the grant of the unconditional consent in sections 265 and 266 of the Planning Act. A Restriction on Transfer referring to "section 265" refers to this restriction.
- 4.4 Immediately after the Date of this Contract the Seller must do everything reasonably necessary to remove the restriction or obtain the consent required. If requested in writing, the Buyer must join in any application of the Seller and must do everything reasonably necessary to enable the Seller to obtain the consent. The Seller must pay all associated fees in connection with the application.
- 4.5 If the consent referred to in clauses 4.2, 4.3 or 4.3A is not granted by the Date for Completion then either party may rescind this Contract (provided that the party seeking to rescind is not then in default) and clause 21 applies.

5. Particulars of title and submission of transfer

- 5.1 Unless clause 5.3 applies the Seller need not provide particulars of title.
- 5.2 Within 7 days after the Date of this Contract the Seller must give the Buyer a transfer of the Lease in the form prescribed by the *Land Titles Act 1925* executed by the Seller, with the seller verification details having been completed, along with a copy of the seller verification declaration confirmation email (or emails, if applicable) issued to the Seller by the ACT Government, to be held by the Buyer on trust for the Seller until Completion only for the purpose of:
- 5.2.1 signing the transfer;
 - 5.2.2 completing the Buyer details and Co-ownership details in the transfer in accordance with this Contract; and
 - 5.2.3 stamping the transfer by the Buyer (if applicable),
- and the Buyer must immediately return the transfer and the copy of the seller verification declaration confirmation email (or emails, if applicable) if the Seller demands it.
- 5.3 If the Seller is not the registered proprietor of the Lease at the Date of this Contract, the Seller must give to the Buyer no later than 14 days before the Date for Completion a copy of the instrument and any other documents necessary to enable the Seller to be registered as proprietor.

6. Buyer rights and limitations

- 6.1 If the Buyer establishes before Completion that except as disclosed in this Contract there is any Unapproved Structure on the Property, then the Buyer may:
- 6.1.1 require the Seller to arrange for the Unapproved Structure to be approved before Completion; and
 - 6.1.2 if the Unapproved Structure is not approved before Completion, rescind or complete and sue the Seller for damages.
- 6.2 If the Buyer establishes, immediately before Completion, that, except as disclosed in this Contract:
- 6.2.1 the Property is subject to an encumbrance other than the encumbrances shown on the title to the Lease; or
 - 6.2.2 the Buyer is not entitled to vacant possession, then the Buyer may either:
 - 6.2.3 rescind; or
 - 6.2.4 complete and sue the Seller for damages.

- 6.3 The Buyer is not entitled to make any requisitions on the title to the Property.
- 6.4 The Buyer cannot make a claim or objection or rescind or terminate in respect of:
- 6.4.1 a Service for the Property being a joint service or passing through another property, or any Service for another property passing through the Property;
 - 6.4.2 a wall being or not being a party wall or the Property being affected by an easement for support or not having the benefit of an easement for support;
 - 6.4.3 any change in the Property due to fair wear and tear before Completion;
 - 6.4.4 a promise, representation or statement about this Contract, the Property or the Lease, not made in this Contract;
 - 6.4.5 any Breach of Covenant described in the Schedule or disclosed elsewhere in this Contract;
 - 6.4.6 the ownership or location of any dividing fence;
 - 6.4.7 the ownership of any fuel storage tank; and
 - 6.4.8 anything disclosed in this Contract (except an Affecting Interest).

7. Seller warranties

- 7.1 The Seller warrants that at the Date of this Contract:
- 7.1.1 the Seller will be able to complete at Completion;
 - 7.1.2 the Seller has no knowledge of any unsatisfied judgment, order or writ affecting the Property;
 - 7.1.3 the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property; and
 - 7.1.4 the Seller is not aware of any material change in the matters disclosed in the Required Documents.
- 7.2 The Seller warrants that on Completion:
- 7.2.1 the Seller will be or will be able to be the registered proprietor of the Lease and will own the rest of the Property free from any Affecting Interests;
 - 7.2.2 the Seller will have the capacity to complete;
 - 7.2.3 there will be no unsatisfied judgment, order or writ affecting the Property;
 - 7.2.4 the Seller has no knowledge of any current or threatened claims, notices or

- proceedings that may lead to a judgment, order or writ affecting the Property;
- 7.2.5 the Seller is not aware of any encroachments by or upon the Property except as disclosed. This warranty does not extend to the location of any dividing fence;
- 7.2.6 there will be no Breach of Covenant except as disclosed in this Contract; and
- 7.2.7 unless disclosed in the Schedule or elsewhere in this Contract, the Lease is a Non-Land Rent Lease and not a Land Rent Lease.
- 7.3 The Seller gives no warranties as to the present state of repair of any of the Improvements or condition of the Land, except as required by law.
- ## 8. Adjustments
- 8.1 Subject to clause 8.2:
- 8.1.1 the Seller is entitled to the Income and is liable for all Land Charges up to and including Completion after which the Buyer will be entitled to the Income and liable for the Land Charges; and
- 8.1.2 the parties must pay any adjustment of the Income and Land Charges calculated under this clause on Completion.
- 8.2 If the Property is liable to land tax, the Seller must pay it on or before Completion and no adjustment of land tax will be made if the Buyer warrants (in writing if the Seller requires it) that the Buyer is or will on Completion be entitled to an exemption from land tax.
- 8.3 Any concessional Land Charges must be adjusted on the concessional amount of those Land Charges.
- 8.4 If any of the Land Charges have not been assessed on Completion, the Buyer will be entitled to retain in the Buyer Solicitor trust account from the Balance of the Price an amount sufficient to pay the Seller's proportion of those Land Charges.
- 8.5 Attached are copies of the relevant invoices for the cost of obtaining the Building and Compliance Inspection Report and Pest Inspection Report. The Buyer must pay to the Seller the cost of obtaining the Building and Compliance Inspection Report and the Pest Inspection Report as required by section 18 of the Sale of Residential Property Act on Completion.
- ## 9. Terms of possession
- 9.1 The Seller must give the Buyer vacant possession of the Property on Completion unless otherwise marked in the Schedule.
- 9.2 If the Property is sold subject to a tenancy, the Seller has:
- 9.2.1 attached to this Contract a copy of the signed Tenancy Agreement; or
- 9.2.2 completed the tenancy summary on page 2 of this Contract.
- 9.3 If the Property is sold subject to a tenancy:
- 9.3.1 the Seller warrants that except as disclosed in this Contract:
- (a) if applicable, the rental bond has been provided in accordance with the Residential Tenancies Act;
- (b) if applicable, the Seller has complied with the Residential Tenancies Act;
- (c) if applicable, the Seller has no notice of any application by the tenant for the release of the rental bond;
- (d) no notices relating to the tenancy have been served on the Seller or any agent of the Seller or on the tenant other than as disclosed in this Contract and there are no outstanding claims or disputes with the tenant;
- (e) there is no unremedied breach of the Tenancy Agreement by the tenant or the Seller; and
- (f) if applicable, the Tenancy Agreement incorporates:
- (i) the Prescribed Terms; and
- (ii) any other terms approved by the Residential Tenancies Tribunal.
- 9.3.2 The Seller must hand to the Buyer on Completion:
- (a) any written Tenancy Agreement to which this Contract is subject;
- (b) a notice of attornment;
- (c) if applicable, any notice required to be signed by the Seller to transfer the rental bond by the Office of Rental Bonds to the Buyer; and
- (d) if applicable, any other notice required to be signed by the Seller under the Residential Tenancies Act.
- 9.3.3 The Buyer indemnifies the Seller in relation to any liability which the Seller incurs or to which the Seller is subject under the tenancy because of matters occurring after Completion.

10. Inspection and condition of Property

- 10.1 The Buyer may on reasonable notice to the Seller and at reasonable times inspect the Property before Completion.
- 10.2 The Seller must leave the Property clean and tidy on Completion.

11. Inspection of building file

- 11.1 The Seller must, if requested by the Buyer, give to the Buyer all authorities necessary to enable the Buyer (or Buyer's nominee) to inspect and obtain at the Buyer's expense, copies of:
 - 11.1.1 any document in relation to the Land and Improvements held by any government or statutory authority; and
 - 11.1.2 any notices issued by any authority in relation to the Land and Improvements.

12. Additional Seller obligations

- 12.1 Except for any Breach of Covenant disclosed in this Contract, the Seller must before Completion:
 - 12.1.1 comply with any notice issued by any authority before the Date of this Contract which requires work to be done or money to be spent on or in relation to the Property or the Lease;
 - 12.1.2 obtain approval for any Development conducted on the Land;
 - 12.1.3 comply with the Lease to the extent to which the Seller is required to comply up to Completion;
 - 12.1.4 comply with any obligations on the Seller in a registered restrictive covenant affecting the Lease; and
 - 12.1.5 give the Buyer notice of any material change (other than fair wear and tear) the Seller becomes aware of in the matters disclosed in the Required Documents, since the date of each of the relevant Required Documents.

13. Compliance Certificate

- 13.1 The Seller must give to the Buyer on Completion a Compliance Certificate unless:
 - 13.1.1 the Lease does not contain a Building and Development Provision; or
 - 13.1.2 the Lease is sold subject to non compliance with the Building and Development Provision within the meaning of clause 4.2; or

- 13.1.3 a Compliance Certificate has issued before the Date of this Contract and is either noted on the certificate of title for the Lease or the Seller gives to the Buyer other evidence acceptable to the Registrar General that a Compliance Certificate has issued.

- 13.2 The Seller must give to the Buyer on Completion evidence of approval to conduct any Development on the Land unless:

- 13.2.1 approval for the Development has been granted by the relevant authority before the Date of this Contract; or
- 13.2.2 the Development is disclosed as a Breach of Covenant in this Contract.

14. Off the plan purchase

- 14.1 If the Lease contains a Building and Development Provision which has not been complied with at the Date of this Contract, and clause 4.2 does not apply, before the Date for Completion, the Seller must at the Seller's expense complete the construction of the Improvements promptly and in a good and workmanlike manner substantially in accordance with the proposed plan, specifications and inclusions list attached.

15. Goods

- 15.1 The Seller gives no warranties as to the present state of repair of any of the Goods except as required by law.
- 15.2 The Goods are included in the Price.
- 15.3 The Seller warrants that the Goods are unencumbered and that the Seller has the right to sell them.
- 15.4 The Goods become the Buyer's property on Completion.
- 15.5 Except for fair wear and tear, the Seller must give the Goods to the Buyer on Completion in the same state of repair they are in at the Date of this Contract.

16. Errors and misdescriptions

- 16.1 If, before Completion, the Buyer becomes aware of an error in the description of the Property the Buyer may:
 - 16.1.1 identify whether the error is material or not material, and ask the Seller to arrange for the error to be corrected before Completion; and
 - 16.1.2 if the error is not corrected before Completion:

- (a) for an error that is material — rescind this Contract, or complete this Contract and make a claim for compensation; and
 - (b) for an error that is not material — complete this Contract and make a claim for compensation.
- 16.2 This clause applies even if the Buyer did not take notice of or rely on anything in this Contract containing or giving rise to the error or misdescription.
- 16.3 The Buyer is not entitled to compensation to the extent the Buyer knew the true position before the Date of this Contract.

17. Compensation claims by Buyer

- 17.1 To make a claim for compensation (including a claim under clause 16) the Buyer must give notice to the Seller before Completion specifying the amount claimed and:
- 17.1.1 the Seller can rescind if in the case of a claim that is not a claim for delay:
 - (a) the total amount claimed exceeds 5% of the Price;
 - (b) the Seller gives notice to the Buyer of an intention to rescind; and
 - (c) the Buyer does not give notice to the Seller waiving the claim within 14 days after receiving the notice; and
 - 17.1.2 if the Seller does not rescind under clause 17.1.1, the parties must complete and:
 - (a) the lesser of the total amount claimed and 5% of the Price must be paid out of the Price to, and held by, the Stakeholder until the claim is finalised or lapses;
 - (b) the amount held is to be invested by the Stakeholder (at the risk of the party who becomes entitled to it) with an Australian bank in an interest bearing account at call in the name of the Stakeholder in trust for the Seller and the Buyer;
 - (c) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;
 - (d) the decision of the arbitrator is final and binding;

- (e) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator. For clarity, the arbitrator has the power to award indemnity costs on a legal basis against either party;
- (f) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer;
- (g) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and
- (h) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.

18. Notice to Complete and Default Notice

- 18.1 If Completion does not take place in accordance with clause 2.8, either party may, at any time after the Date for Completion, serve the other party a Notice to Complete.
- 18.2 A Notice to Complete must appoint a time during business hours and a date being not less than 14* days after service of the Notice to Complete (excluding the date of service) by which and a place in Canberra at which to complete this Contract.
- 18.3 At the time the Notice to Complete is served the party serving the Notice to Complete must:
- 18.3.1 not be in default; and
 - 18.3.2 be ready willing and able to complete but for some default or omission of the other party.
- 18.4 Completion at the time date and place specified in the Notice to Complete is an essential term.
- 18.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.

* Alter as necessary

18.6 A Default Notice:

- 18.6.1 must specify the default;
- 18.6.2 must require the party served with the Default Notice to rectify the default within 7* days after service of the Default Notice (excluding the date of service), except in the case of a Default Notice for the purposes of clause 52.6, in which case the period specified in clause 52.6 will apply; and
- 18.6.3 cannot be used to require a party to complete this Contract.

18.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.

18.8 The time specified in a Default Notice to rectify the specified default is an essential term.

18.9 Clauses 19 or 20 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.

18.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.

18.11 The parties agree that the time referred to in clauses 18.2 and 18.6.2 is fair and reasonable.

19. Termination — Buyer default

19.1 If the Buyer does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term then the Seller may by notice served on the Buyer terminate and may then keep, or recover and keep, the Deposit (except so much of it as exceeds 10% of the Price) and either:

- 19.1.1 sue the Buyer for breach; or
- 19.1.2 resell the Property and any deficiency arising on the resale and all expenses of and incidental to the resale or attempted resale and the Buyer's default are recoverable by the Seller from the Buyer as liquidated damages provided the Seller has entered into a contract for the resale of the Property within 12 months of termination.

19.2 In addition to any money kept or recovered under clause 19.1, the Seller may retain on termination any other money paid by the Buyer as security for any damages awarded to the Seller arising from the Buyer's default provided that proceedings for

the recovery of damages are commenced within 12 months of termination.

20. Termination — Seller default

20.1 If the Seller does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term the Buyer may by notice served on the Seller either:

- 20.1.1 terminate and seek damages; or
- 20.1.2 enforce without further notice any other rights and remedies available to the Buyer.

20.2 If the Buyer terminates, the Stakeholder is authorised to refund to the Buyer immediately any money paid on account of the Price.

21. Rescission

21.1 Unless section 15 of the Sale of Residential Property Act applies, if this Contract is rescinded, it is rescinded from the beginning, and unless the parties otherwise agree:

- 21.1.1 the Deposit and all other money paid by the Buyer must be refunded to the Buyer immediately without any further authority being necessary; and
- 21.1.2 neither party is liable to pay the other any amount for damages, costs or expenses.

22. Damages for delay in Completion

22.1 If Completion does not occur by the Date for Completion, due to the default of either party, the party who is at fault must pay the other party as liquidated damages on Completion:

- 22.1.1 if the defaulting party is the Seller interest on the Price at the rate of — %** per annum calculated on a daily basis from the date 7 days after the Date for Completion to Completion;
- 22.1.2 if the defaulting party is the Buyer interest on the Price at the rate of 10 %** per annum calculated on a daily basis from the date 7 days after the Date for Completion to Completion; and
- 22.1.3 the amount of \$440.00* (including GST) to be applied towards any legal costs and disbursements incurred by the party not at fault if Completion occurs later than 7 days after the Date for Completion.

22.2 Whether or not percentages are inserted in clauses 22.1.1 or 22.1.2 the party at fault must pay the amount specified in clause 22.1.3 in addition to

* Alter as necessary

** Insert percentage

any other damages to which the party not at fault is entitled both at law and under this Contract.

22.3 The parties agree that:

22.3.1 the amount of any damages payable under clause 22.1.1 or clause 22.1.2 to the party not in default is a genuine and honest pre-estimate of loss to that party for the delay in Completion, and

22.3.2 the damages must be paid on Completion.

23. Foreign Buyer

23.1 The Buyer warrants the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer of the Lease under the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

23.2 This clause is an essential term.

24. GST

24.1 If a party must pay the Price or provide any other consideration to another party under this Contract, GST is not to be added to the Price or amount, unless this Contract provides otherwise.

24.2 If the Price is stated in the Schedule to exclude GST and the sale of the Property is a taxable supply, the Buyer must pay to the Seller on Completion an amount equal to the GST payable by the Seller in relation to the supply.

24.3 If under this Contract a party (**Relevant Party**) must make an adjustment, pay an amount to another party (excluding the Price but including the Deposit if it is released or forfeited to the Seller) or pay an amount payable by or to a third party:

24.3.1 the Relevant Party must adjust or pay at that time any GST added to or included in the amount; but

24.3.2 if this Contract says this sale is a taxable supply, and payment would entitle the Relevant Party to claim an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment or payment is or was entitled multiplied by the GST Rate.

24.4 If this Contract says this sale is the supply of a going concern:

24.4.1 the parties agree the supply of the Property is the supply of a going concern;

24.4.2 the Seller must on Completion supply to the Buyer all of the things that are necessary for the continued operation of the enterprise;

24.4.3 the Seller must carry on the enterprise until Completion;

24.4.4 the Buyer warrants to the Seller that on Completion the Buyer will be registered or required to be registered;

24.4.5 if for any reason (and despite clauses 24.1 and 24.4.1) the sale of the Property is not the supply of a going concern but is a taxable supply:

(a) the Buyer must pay to the Seller on demand the amount of any GST payable by the Seller in respect of the sale of the Property; and

(b) the Buyer indemnifies the Seller against any loss or expense incurred by the Seller in respect of that GST and any breach of clause 24.4.5(a).

24.5 If this Contract says the margin scheme applies:

24.5.1 the Seller warrants that it can use the margin scheme; and

24.5.2 the Buyer and Seller agree that the margin scheme is to apply,

in respect of the sale of the Property.

24.6 If this Contract says the sale is a taxable supply, does not say the margin scheme applies to the sale of the Property, and the sale is in fact not a taxable supply, then the Seller must pay the Buyer on Completion an amount of one-eleventh of the Price.

24.7 Unless the margin scheme applies the Seller must, on Completion, give the Buyer a tax invoice for any taxable supply by the Seller by or under this Contract.

25. Power of attorney

25.1 Any party who signs this Contract or any document in connection with it under a power of attorney must, on request and without cost, provide the other party with a true copy of the registered power of attorney.

26. Notices claims and authorities

26.1 Notices, claims and authorities required or authorised by this Contract must be in writing.

26.2 To serve a notice a party must:

26.2.1 leave it at; or

26.2.2 send it by a method of post requiring acknowledgment of receipt by the addressee to,

the address of the person to be served as stated in the Schedule or as notified by that person to the

other as that person's address for service under this Contract; or

26.2.3 serve it on that party's solicitor in any of the above ways; or

26.2.4 by delivering it to an appropriate place in the facilities of a document exchange system in which the recipient solicitor has receiving facilities (and in the latter case service is deemed effected on the Business Day following delivery); or

26.2.5 send it by facsimile to a party's solicitor, unless it is not received (a notice is taken to have been received at the time shown in the transmission report that the whole facsimile was sent).

26.3 A party's solicitor may give a notice, claim or authority on behalf of that party.

27. Unit title

27.1 The following clauses 28 to 39 inclusive apply if the Property is a Unit.

28. Definitions and interpretation

28.1 A reference in these clauses 28 to 39 inclusive to a section or Part is a reference to a section or Part of the Unit Titles Management Act.

28.2 For the purposes of a claim for compensation pursuant to clause 39, the provisions of clause 17 will apply provided that clause 17.1.1(c) is amended to read "the Buyer does not give notice to the Seller waiving the claim, or so much of it as exceeds 5% of the Price within 14 days after receiving the notice".

29. Title to the Unit

29.1 Clauses 3.1, 3.2 and 3.3 do not apply.

29.2 The Unit Title is or will before Completion be granted under the Planning Act and is or will before Completion be registered under the *Land Titles (Unit Titles) Act 1970 (ACT)*.

29.3 The Unit Title is transferred subject to the Units Plan under which the lease to the Unit is held.

30. Buyer rights limited

30.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any Breach of Covenant of the Unit Title, any breach of the lease of the Common Property or breach of rules of the Owners Corporation disclosed in this Contract.

31. Adjustment of contribution

31.1 Any adjustment under clause 8 must include an adjustment of the contributions to the Owners Corporation under section 78 and section 89.

32. Inspection of Unit

32.1 For the purposes of clause 10.1 Property includes the Common Property.

33. Seller warranties

33.1 The Seller warrants that at the Date of this Contract:

33.1.1 to the Seller's knowledge, there are no unfunded latent or patent defects in the Common Property or Owners Corporation assets, other than the following:

(a) defects arising through fair wear and tear; and

(b) defects disclosed in this Contract;

33.1.2 the Owners Corporation records do not disclose any defects to which the warranty in clause 33.1.1 applies;

33.1.3 to the Seller's knowledge, there are no actual, contingent or expected unfunded liabilities of the Owners Corporation that are not part of the Owners Corporation's normal operating expenses, other than liabilities disclosed in this Contract;

33.1.4 the Owners Corporation records do not disclose any liabilities of the Owners Corporation to which the warranty in clause 33.1.3 applies;

33.1.5 the Seller or any occupier of the Unit has not committed any act or omission which may cause the Owners Corporation to incur any costs or perform any repairs;

33.1.6 there is no amount payable to the Owners Corporation by the Seller other than a contribution due under section 78 and section 89; and

33.1.7 except for an unregistered Units Plan, the rules of the Owners Corporation are, as appropriate:

(a) as set out in Schedule 4 to the Unit Titles Management Act; or

(b) in respect of a corporation established under the *Unit Titles Act 1970 (repealed)* and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012; or

- (c) in respect of a corporation established under the Unit Titles Act and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012; except for any alterations to those rules registered under section 108.
- 33.2 For clauses 33.1.1 to 33.1.4 inclusive, a Seller is taken to have knowledge of a thing if the Seller has actual knowledge, or ought reasonably to have knowledge, of that thing.
- 33.3 The Seller warrants that at Completion to the Seller's knowledge, there are no circumstances (other than circumstances disclosed in this Contract) in relation to the affairs of the Owners Corporation likely to materially prejudice the Buyer.
- 33.4 For the purposes of clause 7, Property includes the Common Property.
- 33.5 These warranties are in addition to those given in clause 7.
- 34. Damage or destruction before Completion**
- 34.1 If the Unit is destroyed or substantially damaged before Completion not due to the fault of either party then either party may by notice to the other rescind and clause 21 applies.
- 34.2 For the purposes of clause 34.1, the Unit is deemed to be substantially damaged if though not destroyed is unfit for the use to which it was being put at the Date of this Contract or, if not being used at that time, for the purpose permitted by the Unit Title.
- 35. Notice to Owners Corporation**
- 35.1 The parties must comply with the rules of the Owners Corporation in relation to notification of the sale and purchase of the Unit.
- 36. Section 119 Certificate**
- 36.1 On Completion the Buyer must pay to the Seller the fee as determined by the Minister pursuant to section 119(5) for the Section 119 Certificate attached.
- 37. Unregistered Units Plan**
- 37.1 This clause 37 applies if at the Date of this Contract, the Units Plan has not been registered.
- 37.2 The Seller must attach a copy of the proposed Units Plan or a sketch plan showing the location and dimensions of the Unit sufficient to enable the Buyer to determine the location and dimensions of the Unit in relation to other units and the Common Property in the proposed development.
- 37.3 If the Units Plan is not registered by the date specified in the Schedule, or elsewhere in this Contract, the Buyer may at any time after that date by notice served on the Seller require that the Units Plan be registered within 14 days of the service of the notice. If the Units Plan is not registered within the time limited by the notice the Buyer may at any time after expiry of the time in the notice rescind and clause 21 will apply.
- 37.4 If the Seller notifies the Buyer that the Units Plan is registered before rescission under this clause, the Buyer will not be entitled to rescind under this clause.
- 37.5 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:
- 37.5.1 any minor variations to the Unit between the plan attached, and the Units Plan registered by the Registrar General; or
- 37.5.2 any minor alterations required by an authority or the Registrar General in the number, size, location or Unit Entitlement of any other unit in the Units Plan or in or to the Common Property provided the proportion of the Unit Entitlement of the Unit to the other units in the Units Plan is not varied.
- In this clause, a minor variation is any variation less than 5% to either the size or value of the Unit described in the plan attached.
- 37.6 After the Owners Corporation has been constituted under section 8, the Seller must cause the Owners Corporation to comply with the rules of the Owners Corporation and with Parts 2, 3, 4, 5 and 7 to the extent to which the Owners Corporation is required by law to comply with those provisions up to the Date for Completion.
- 37.7 The Seller must not permit the Owners Corporation to vary the rules of the Owners Corporation from those set out in Schedule 4 of the Unit Title Management Act.
- 37.8 If clause 37.1 applies, the Seller must give to the Buyer a Section 119 Certificate at the Buyer's expense at least 7 days before Completion.
- 37.9 The parties acknowledge that the following must form part of this Contract:
- 37.9.1 the Default Rules;

37.9.2 details of any contract the Developer intends the Owners Corporation to enter, including:

- (a) the amount of the Buyer's General Fund Contribution that will be used to service the contract; and
- (b) any personal or business relationship between the Developer and another party to the contract;

37.9.3 the Developer's estimate, based on reasonable grounds, of the Buyer's General Fund Contribution for 2 years after the Units Plan is registered;

37.9.4 if a right to approve the keeping of animals during the Developer Control Period is reserved — details of the reservation, including the kind and number of animals; and

37.9.5 if a Staged Development of the Units is proposed — the proposed Development Statement and any amendment to the statement.

37.10 The Developer warrants that the information disclosed under the items referred to in clauses 37.9.1 to 37.9.5 inclusive is accurate.

37.11 The Buyer may, by written notice given to the Developer, cancel this Contract before Completion if:

- 37.11.1 the information disclosed within the items referred to in clauses 37.9.1 to 37.9.5 inclusive is incomplete or inaccurate; and
- 37.11.2 the Buyer is significantly prejudiced because the disclosure is incomplete or inaccurate.

38. Cancellation of Contract

38.1 The Buyer may, by written notice given to the Seller, cancel this Contract if there would be a breach of a warranty provided in any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4 or 33.3.1, were this Contract completed at the time it is cancelled.

38.2 A notice under clause 38.1 must be given:

- 38.2.1 if this Contract is entered before the Units Plan for the Unit is registered — not later than 3 days before the Buyer is required to complete this Contract; or
- 38.2.2 in any other case — not later than 14 days after the later of the following happens:
 - (a) the Date of this Contract;
 - (b) another period agreed between the Buyer and Seller ends.

38.3 If the Buyer cancels this Contract, the Seller must repay any amount paid to the Seller towards the purchase of the Unit and otherwise the provisions of clause 21 will apply.

39. Claims for compensation

39.1 This clause 39 applies if, before Completion, the Buyer reasonably believes that, except as disclosed in this Contract, there would be a breach of a warranty established under any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4 or 33.3.1 were this Contract to be completed.

39.2 The Buyer may, by written notice given to the Seller:

39.2.1 tell the Seller:

- (a) about the breach; and
- (b) that the Buyer will complete this Contract; and

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

39.3.1 if this Contract is entered before the Units Plan for the Unit is registered — not later than 3 days before the Buyer is required to complete this Contract; or

39.3.2 in any other case — not later than 14 days after the later of the following happens:

- (a) the Buyer's copy of the Contract is received by the Buyer;
- (b) another period agreed between the Buyer and Seller ends.

40. Community title

40.1 The following clauses 41 to 50 inclusive apply if the Property is, or will on Completion form, a Lot within a Community Title Scheme.

41. Definitions and interpretation

41.1 A reference in these clauses 40 to 50 inclusive to a section or Part is a reference to a section or Part of the Community Title Act.

42. Buyer rights limited

42.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any breach of the lease of the Common Property or breach of rules or by-laws of the Community Title Body Corporate disclosed in this Contract.

43. Adjustment of contribution

- 43.1 Any adjustment under clause 8 must include an adjustment of the contributions to the fund under section 45.

44. Inspection of property

- 44.1 For the purposes of clause 10.1 Property includes the Common Property.

45. Unregistered Community Title Scheme

- 45.1 This clause 45 applies if at the Date of this Contract, the Community Title Scheme has not registered.
- 45.2 The Seller must attach a copy of the proposed Community Title Master Plan, or a sketch plan showing the location and dimensions of the Lot sufficient to enable the Buyer to determine the location and dimensions of the Lot in relation to other lots and the Common Property in the proposed scheme.
- 45.3 The Seller must attach a copy of the proposed Community Title Management Statement.
- 45.4 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:
- 45.4.1 any minor variations to the Lot between the plan attached, and the registered Community Title Master Plan; or
 - 45.4.2 any minor alterations required by an authority or the Registrar General in the number, size, location or entitlement of any other Lot in the Community Title Scheme or in or to the Common Property provided the proportion of the entitlement of the Lot to the other lots in the Community Title Scheme is not varied; or
 - 45.4.3 any minor variations between the proposed Community Title Management Statement and the registered Community Title Management Statement;

In this clause, a minor variation is any variation less than 5% to either the size or value of the Lot described in the plan attached and referred to in the proposed Community Title Management Statement.

- 45.5 The Seller must not permit the Community Title Body Corporate to vary the by-laws of the Community Title Scheme from those set out in Schedule 1 of the Community Title Act, unless otherwise disclosed in this Contract.
- 45.6 After the Community Title Body Corporate has been constituted under section 30, the Seller must cause the Community Title Body Corporate

to comply with Part 8 to the extent to which the Community Title Body Corporate is required by law to comply with those provisions up to the Date for Completion.

46. Incomplete development of Community Title Scheme

- 46.1 This clause 46 applies if at the Date of this Contract, development of the Community Title Scheme has not completed.
- 46.2 Until the development of a Community Title Scheme is finished, the Developer warrants to the Buyer that the development will be carried out in accordance with the scheme.
- 46.3 Without limiting the damages recoverable for breach of the warranty in clause 46.2, the Buyer may recover damages for the loss of a reasonably expected capital appreciation of the Lot that would have resulted from completion of the development in accordance with the terms of the Community Title Scheme.

47. Incomplete development of Lot

- 47.1 This clause 47 applies if at the Date of this Contract, the Lot is to be developed or further developed in accordance with the Community Title Scheme. For clarity, this clause does not apply if an unconditional Compliance Certificate has issued before the Date of this Contract and the Seller gives to the Buyer evidence acceptable to the Registrar General that an unconditional Compliance Certificate has issued for the Lot, or if the Seller gives an unconditional Compliance Certificate to the Buyer on Completion.
- 47.2 The Buyer becomes bound to develop the Lot in accordance with the Community Title Scheme.
- 47.3 The Seller must give written notice of the proposed sale of the Lot to the Planning and Land Authority.
- 47.4 The Buyer must:
- 47.4.1 give to the Planning and Land Authority a written undertaking to develop the Lot in accordance with the Community Title Scheme (if a form is approved for an undertaking, the form must be used); and
 - 47.4.2 give the Planning and Land Authority any security required by the Planning and Land Authority, within 28 days after notice of the transaction was given to the Planning and Land Authority, for the development of the Lot in accordance with the Community Title Scheme.

48. Required first or top sheet

- 48.1 The Seller must give to the Buyer, before the Buyer enters into this Contract, a Section 67 Statement.
- 48.2 The Section 67 Statement must:
- 48.2.1 state that the Lot is included in a Community Title Scheme that imposes obligations on the owner of the Lot;
 - 48.2.2 state the name and address of:
 - (a) the body corporate of the scheme; or
 - (b) if it is the duty of the Community Title Body Corporate manager to act for the Community Title Body Corporate in supplying Section 56 Certificates — the manager;
 - 48.2.3 state the amount of annual contributions currently fixed by the Community Title Body Corporate as payable by the owner of the Lot;
 - 48.2.4 identify improvements on common property of the scheme for which the owner of the Lot is responsible;
 - 48.2.5 be signed by the Seller or a person authorised by the Seller; and
 - 48.2.6 be substantially complete.
- 48.3 The Seller must attach to this Contract, as a first or top sheet, a copy of the Section 67 Statement given to the Buyer under clause 48.1.
- 48.4 The Buyer may rescind this Contract if:
- 48.4.1 the Seller has not complied with clauses 48.1 and 48.3; and
 - 48.4.2 Completion has not taken place.

49. Notice to Community Title Body Corporate

- 49.1 The parties must comply with the rules and by-laws of the Community Title Body Corporate in relation to notification of the sale and purchase of the Lot.

50. Section 56 Certificate

- 50.1 The Seller must give to the Buyer a Section 56 Certificate at least 7 days before Completion.
- 50.2 On Completion, the Buyer must pay to the Seller the fee charged for the Section 56 Certificate.

51. Foreign Resident Withholding Tax

Warning: The questions in the Schedule regarding the Relevant Price and the Clearance Certificates are not binding, and are included to remind the parties of their obligations under the Withholding Law.

Warning: The following clauses 51.1 to 51.8 are subject to the Withholding Law, and do not encompass all obligations under the Withholding Law.

- 51.1 In this clause 51 the following words have the following meanings:

ATO means the Australian Taxation Office, and includes the Commissioner for Taxation;

CGT Asset has the meaning in the *Income Tax Assessment Act 1997*;

Clearance Certificate means a certificate issued under section 14-220 of the Withholding Law that covers the date of Completion;

Relevant Percentage means the percentage amount stated in section 14-200(3)(a) and 14-205(4)(a) of the Withholding Law;

Relevant Price means the higher of:

- the Price (including GST); and
- the market value of the CGT Assets sold under this Contract;

as at the Date of this Contract;

Variation Certificate means a certificate issued under section 14-235 of the Withholding Law that covers the date of Completion;

Withholding Amount means, subject to clauses 51.6 and 51.7, the Relevant Percentage of the first element of the CGT Asset's cost base (for all CGT Assets sold under this Contract) as at the Date of this Contract; and

Withholding Law means Subdivision 14-D of Schedule 1 of the *Taxation Administration Act 1953* and associated provisions.

- 51.2 If the Relevant Price is less than the dollar amount stated in section 14-215(1)(a) of the Withholding Law as at the Date of this Contract, the parties acknowledge that there are no obligations under the Withholding Law.
- 51.3 If Clearance Certificates for all the Sellers are provided to the Buyer prior to Completion, the parties acknowledge that there are no obligations under the Withholding Law.
- 51.4 If neither clauses 51.2 or 51.3 apply, then:
- 51.4.1 the Seller must provide to the Buyer any information required to enable the Buyer

to comply with clause 51.4.2(a), within 5 days of written request from the Buyer;

51.4.2 the Buyer must:

- (a) lodge a purchaser payment notification form with the ATO; and
- (b) give evidence of compliance with clause 51.4.2(a) to the Seller;
no later than 5 days before the Date for Completion;

51.4.3 the Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the Withholding Amount; and

51.4.4 the parties must both, on the date of Completion, attend the offices of an authorised collection agent of the ATO to deposit the bank cheque referred to in clause 51.4.3 in payment of the Withholding Amount following Completion.

51.5 If clause 51.4 applies and the parties do not comply with clause 51.4.4:

51.5.1 the Buyer indemnifies the Seller for any loss or damage resulting from the Buyer's delay in remitting and/or failure to remit the Withholding Amount to the ATO; and

51.5.2 the Buyer charges the Property (for the benefit of the Seller) with the Buyer's obligations under this clause 51.5.

51.6 Where the Seller gives the Buyer a Variation Certificate prior to Completion, the Withholding Amount is the amount stated in the Variation Certificate.

51.7 Where Clearance Certificates for some but not all of the Sellers are provided to the Buyer prior to Completion, then the Withholding Amount is reduced by the same percentage as the percentage ownership of the Property of the Sellers that are subject to a Clearance Certificate.

51.8 Where a Clearance Certificate is provided by a Seller to the Buyer, the Seller warrants to the Buyer that that Seller is the entity referred to in the Clearance Certificate and is the relevant taxpayer for capital gains tax payable on the sale of the CGT Assets sold under this Contract.

52. Deposit by Instalments

52.1 The following clauses 52.2 to 52.8 inclusive only apply if the 'Deposit by Instalments' option on the Schedule is selected.

52.2 Clauses 2.1, 2.2, 2.3 and 2.4 are deleted.

52.3 The Buyer must pay the Deposit to the Stakeholder. The Seller agrees to accept the payment of the Deposit in two instalments as follows:

52.3.1 5% of the Price by cheque on the Date of this Contract (**First Instalment**); and

52.3.2 the balance of the Deposit (if it has not already been paid) by unendorsed bank cheque on the Date for Completion (**Second Instalment**);

and in every respect time is of the essence for payment of the First Instalment in this clause 52.3.1.

52.4 The Deposit becomes the Seller's property on Completion or on the earlier termination of this Contract by the Seller for the Buyer's default.

52.5 If the First Instalment of the Deposit is:

52.5.1 not paid on time and in accordance with clause 52.3; or

52.5.2 paid by cheque and the cheque is not honoured on first presentation,

the Buyer is in default and the Seller may terminate this Contract immediately by written notice to the Buyer (without the notice otherwise necessary under clause 18) and clause 19 applies. If the Seller does not terminate this Contract in accordance with this clause 52.5, then this Contract remains on foot, subject to this clause 52.5, until either the Seller terminates the Contract pursuant to this clause 52.5, or waives the benefit of this clause 52.5 pursuant to clause 52.8.

52.6 If the Second Instalment of the Deposit is not paid on time in accordance with clause 52.3, then the Seller cannot immediately terminate the Contract for the Buyer's breach of an essential condition. The Seller must make timing of the payment of the Second Instalment an essential condition of the Contract by serving on the Buyer a Default Notice requiring the Buyer to pay the Second Instalment within 14* days after service of the Default Notice (excluding the date of service).

52.7 For clarity, the Buyer must pay the full Price to the Seller, on or before Completion.

52.8 These clauses 52.2 to 52.8 inclusive are for the benefit of the Seller. The Seller may at any time before this Contract is terminated notify the Buyer in writing that the benefit of these clauses 52.2 to 52.8 inclusive is waived.

* Alter as necessary

RW Amount

(residential withholding payment) — further details

The supplier will frequently be the Seller. However, sometimes further information will be required as to which entity is liable for GST (eg if the Buyer is part of a GST group, where the GST representative has the GST liability). If more than one supplier, provide details for each supplier.

Supplier	Name			
	ABN		Phone	
	Business address			
	Email			
Residential Withholding Tax	Supplier's portion of the RW Amount:			\$
	RW Percentage:			%
	RW Amount (ie the amount that the Buyer is required to pay to the ATO):			\$
	Is any of the consideration not expressed as an amount in money?	<input type="checkbox"/> No <input type="checkbox"/> Yes		
	If 'Yes', the GST inclusive market value of the non-monetary consideration:			\$
	Other details (including those required by regulation or the ATO forms):			

53. Residential Withholding Tax

Warning: The following clauses 53.1 to 53.9 are subject to the Withholding Law, and do not encompass all obligations under the Withholding Law.

53.1 In this clause 53 the following words have the following meanings:

ATO means the Australian Taxation Office, and includes the Commissioner for Taxation;

RW Amount means the amount which the Buyer must pay under section 14-250 of the Withholding Law;

RW Amount Information means the completed RW Amount details referred to on page 3 of this Contract;

RW Percentage means the percentage amount stated in section 14-250(6), (8) and (9) of the Withholding Law, as applicable to the supply of the Property from the Seller to the Buyer; and

Withholding Law means Subdivision 14 of Schedule 1 of the Taxation Administration Act 1953 (Cth) and associated provisions.

53.2 The Seller must provide the Buyer with the RW Amount Information no later than 7 days after the Date of this Contract.

53.3 If the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'no' or if no selection is made, the Seller warrants to the Buyer that the Buyer is not required to make a payment under section 14-250 in relation to the supply of the Property from the Seller to the Buyer.

53.4 The following clauses 53.5 to 53.9 inclusive only apply if the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'yes'.

53.5 Subject to any adjustments to the Price that may arise after the date that the RW Amount Information is provided in accordance with clause 53.2 and which affect the RW Amount, the Seller warrants to the Buyer on the date that the RW Amount Information is provided to the Buyer that the Seller has provided the Buyer with the information required under section 14-255 of the Withholding Law in relation to the supply of the Property from the Seller to the Buyer, and that this information is true and correct to the Seller's knowledge.

53.6 The Buyer must provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO no later than:

53.6.1 21 days after a written request from the Seller; or

53.6.2 7 days prior to the Date for Completion, whichever is the earlier.

53.7 The Buyer must provide the Seller with evidence of submission by the Buyer to the ATO of the 'GST property settlement date confirmation online form', with such evidence to be provided prior to or on Completion.

53.8 The Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the RW Amount.

53.9 In relation to the unendorsed bank cheque required by clause 53.8, the Buyer must:

53.9.1 forward the unendorsed bank cheque to the ATO immediately after Completion; and

53.9.2 provide the Seller with evidence of payment of the RW Amount to the ATO.

FirstRate Report

ACT HOUSE ENERGY RATING SCHEME

-33 Points 2.5 Stars

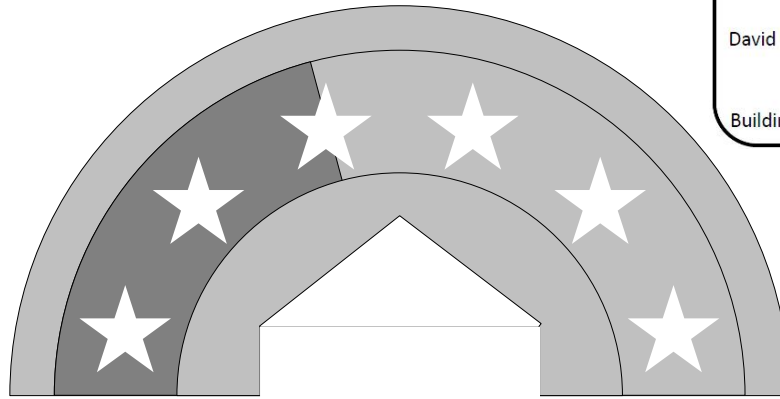
23 November, 2018

David Navarro

20121345

D Navarro

Building Assessor – Class A Energy Efficiency



YOUR HOUSE ENERGY RATING IS: ★ ★ ☆
in Climate: 24

2.5 STARS

SCORE: -33 POINTS

Name: Rebecca Drage

Ref No: 4888

House Title: Block 14 Section 25

Date: 23-11-2018

Address: 19 Castieau Street

HIGGINS ACT

2615

Reference: F:\HI 025 014 000 000

Total Floor Area: 118.50 sqm

This rating only applies to the floor plan, construction details, orientation and climate as submitted and included in the attached Rating Summary. Changes to any of these could affect the rating.

IMPROVING YOUR RATING

The table below shows the current rating of your house and its potential for improvement.

Star Rating	POOR			AVERAGE				GOOD				V. GOOD
	0 Star	★	★★	★★★	★★★★	★★★★★	★★★★★★	★★★★★★★	★★★★★★★★	★★★★★★★★★	★★★★★★★★★★	★★★★★★★★★★★
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	-33	<div></div>										
Potential	22	<div></div>										

Incorporating these design options will add the additional points required to achieve the potential rating shown in the table Each point represents about a 1% change in energy efficiency. This list is only a guide to the range of options that could be used.

Design options	Additional points	
Change added wall insulation	R 2.5	46
Change curtain to	Heavy Drapes & Pelmets	8
Seal Internal Doors		2

ORIENTATION

Orientation is one of the key factors which influences energy efficiency. This dwelling will achieve different scores and star ratings for different orientations.

Current Rating	-33	★ ★ ☆
-----------------------	------------	--------------

Largest windows in the dwelling;

Direction : North

Area : 9 m²

The table below shows the total score for the dwelling when these windows face the direction indicated.

Note that obstructions overshadowing windows have been removed from all windows in these ratings to allow better comparisons to be made between orientations.

ORIENTATION	POINT SCORE	STAR RATING
1. North	-33	★ ★ ☆
2. North East	-33	★ ★ ☆
3. East	-34	★ ★ ☆
4. South East	-36	★ ★
5. South	-36	★ ★
6. South West	-40	★ ★
7. West	-40	★ ★
8. North West	-39	★ ★

FirstRate Mode
Climate: 24

RATING SUMMARY for: Block 14 Section 25, 19 Castieau Street, HIGGINS ACT

Assessor's Name: David Navarro
 Net Conditioned Floor Area: 96.3 m²

Feature			Points		
			Winter	Summer	Total
CEILING			5	1	6
Surface Area:	0	Insulation:	6		
WALL			-42	0	-42
Surface Area:	-19	Insulation:	-23	Mass:	0
FLOOR			-5	0	-6
Surface Area:	0	Insulation:	-6	Mass:	0
AIR LEAKAGE (Percentage of score shown for each element)			5	0	5
Fire Place	0 %	Vented Skylights	0 %		
Fixed Vents	0 %	Windows	33 %		
Exhaust Fans	18 %	Doors	35 %		
Down Lights	0 %	Gaps (around frames)	13 %		
DESIGN FEATURES			0	1	1
Cross Ventilation	1				
ROOF GLAZING			0	0	0
Winter Gain	0	Winter Loss	0		

WINDOWS							-1	-13	-13
Window Direction	Area		Point Scores						
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total			
N	9	9%	-14	20	-7	-1			
E	2	2%	-3	3	-1	-1			
S	4	4%	-7	3	-2	-6			
W	4	4%	-7	4	-3	-6			
Total	18	19%	-30	29	-13	-13			

* Air movement over glazing can significantly increase winter heat losses. SEAV recommends heating/cooling duct outlets be positioned to avoid air movement across glass or use deflectors to direct air away from glass.

The contribution of heavyweight materials to the window score is -1 points

			Winter	Summer	Total
RATING	★ ★ ☆	SCORE	-38	-11	-33*

* includes 16 points from Area Adjustment

Detailed House Data

House Details

ClientName	Rebecca Drage
HouseTitle	Block 14 Section 25
StreetAddress	19 Castieau Street
Suburb	HIGGINS ACT
Postcode	2615
AssessorName	David Navarro
FileCreated	23-11-2018

Climate Details

State	
Town	Canberra
Postcode	2600
Zone	24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Timber	Enclosed	No	No	No	Carp	R0.0	50.0m ²
2	Timber	Enclosed	No	No	No	No	R0.0	57.0m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Veneer	No	R0.0	43.0m	2.4m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Standard	No	No	R4.0	107.0m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	N	1.6m	2.7m	No	SGE	ALIMPR	HB	No	0.5m	0.5m	1.0m
2	W	1.0m	1.7m	No	SG	TIMB	HB	No	2.0m	2.0m	0.3m
3	N	1.0m	2.1m	No	SG	TIMB	HB	No	0.4m	0.4m	0.2m
4	N	1.0m	2.1m	No	SG	TIMB	HB	No	0.4m	0.4m	0.2m
5	E	1.0m	1.6m	No	SG	TIMB	HB	No	0.8m	0.8m	0.5m
6	W	1.3m	1.9m	No	SG	TIMB	HD	No	0.4m	0.4m	1.2m
7	S	1.0m	1.6m	No	SG	ALIMPR	HB	No	0.4m	0.4m	0.2m
8	S	1.0m	1.6m	No	SG	ALIMPR	HB	No	0.4m	0.4m	0.2m
9	S	2.0m	0.3m	Yes	DG	ALIMPR	HB	No	0.4m	0.4m	0.2m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
2	W	1.0m	1.7m	2.0m	2.0m	10.0m	0.0m	6.0m	0.0m	0.0m	0.0m

Zoning Details

Is there Cross Flow Ventilation ?	Good
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Air Leakage Details

Location	Suburban
Is there More than One Storey ?	No
Is the Entry open to the Living Area ?	Yes
Is the Entry Door Weather Stripped ?	Yes
Area of Heavyweight Mass	0m ²
Area of Lightweight Mass	0m ²

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	2	0
Downlights	0	0
Skylights	0	0
Utility Doors	0	2
External Doors	1	0
Unflued Gas Heaters		0
Percentage of Windows Sealed		100%
Windows - Average Gap		Small
External Doors - Average Gap		Small
Gaps & Cracks Sealed		Yes



Building and Timber Pest Inspection Report

Inspection Date: Thu, 15 Nov 2018

Completion Date: Fri, 30 Nov 2018

Property Address: 19 Castieau St, Higgins ACT 2615, Australia



Contents

	The parties
Section A	Results of inspection - summary
Section B	General
Section C	Accessibility
Section D	Significant items
Section E	Additional comments
Section F	Annexures to this report
	Definitions to help you better understand this report
	Terms on which this report was prepared
	Special conditions or instructions

If you have any queries with this report or require further information, please do not hesitate to contact the person who carried out the inspection.

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Original Inspection Date	Thu, 15 Nov 2018
Modified Date	Mon, 19 Nov 2018
Modified Date	Fri, 30 Nov 2018



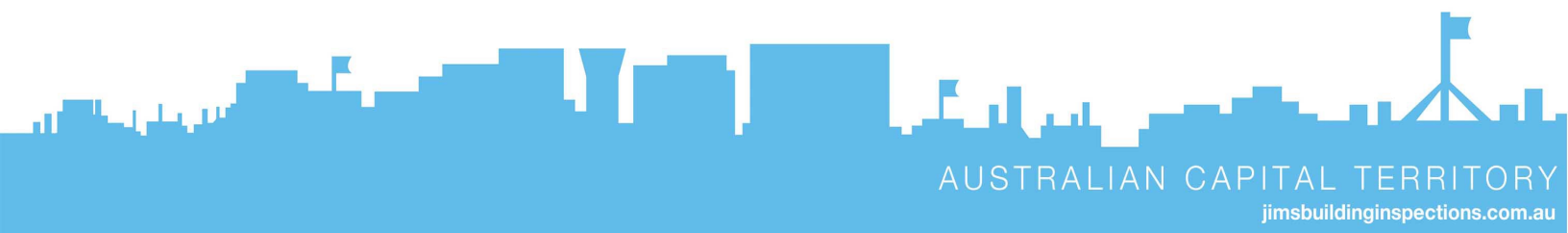
The Parties

Name of Client:	Bec Drage
Name of Principal (if applicable):	
Job Address:	19 Castieau St, Higgins ACT 2615, Australia
Client's Email Address:	bec@oldmateact.com.au
Client's Phone Number:	0418432297
Consultant:	John Clancy Ph: 0408 015 814 Email: greatercanberra@jimsbuildinginspections.com.au
	Insurance Policy CHGBPI18MAY025 Exp 31/05/2019,20151049 (ACT),292331C (NSW)
Company Name:	Jim's Building Inspections (Greater Canberra)
Company Address and Postcode:	PO Box 6040, O'Conner ACT 2602
Company Email:	greatercanberra@jimsbuildinginspections.com.au
Company Contact Numbers:	0408 015 814

Special conditions or instructions

A report may be conditional on information provided by the person, agents or employees of the person requesting the report, apparent concealment of possible defects and a range of other factors.

The following apply: Not Applicable



Section A Results of inspection - summary

A summary of your inspection is outlined below; please also refer to the Report.

	Found	Not Found
Safety Hazard	✓	
Major Defect		✓
Minor Defect	✓	
Live Timber Pest Activity		✓
Timber Pest Damage		✓
Conditions Conducive to Timber Pest Activity	✓	

Additional specialist inspections:

- Termite and Timber Pest Technician / Licensed Pest Controller
- Licensed Plumber

In summary the building, compared to others of similar age and construction is in good condition generally, however some defects identified.



Section B General

General description of the property

Building Type:	Residential
Number of Storeys:	Single
Main building – floor construction:	Suspended Timber Frame, Masonry Piers
Main building – wall construction:	Brick Veneer, Rendered
Main building – roof construction:	Pitched, Timber Framed, Tiles
Other timber building elements:	Architraves, Architectural Trims, Door Frames, Doors, Eaves, Fascias, Internal Joinery, Landscaping Timbers and Construction, Skirting Boards
Other building elements:	Carport, Driveway, Fence - Fabricated Metal Fence, Pool, Fence - Post and Rail Construction, Garage, Pergola, Shed
Occupancy status:	Occupied
Furnished:	Furnished
Strata or company title properties:	No
Orientation (to establish the way the property was viewed):	North
Prevailing weather conditions at the time of inspection:	Fine

Section C Accessibility

Areas Inspected

The following areas were inspected. As documented in your Pre-Inspection Agreement, obstructions and limitations to the accessible areas for inspection are to be expected in any inspection. Refer also to our listing of obstructions and limitations.

- Posts
- Roof Exterior
- Roof void
- Subfloor
- The Site
- Trees
- Wall Exterior
- Pool Surrounds
- Landscaping Timbers
- Interior of Pool Fencing
- Interior
- Gardens
- Fencing
- Exterior of Pool Fencing
- Exterior

The inspection excludes areas which are affected by obstructions or where access is limited or unsafe. We do not move obstructions and building defects may not be obvious unless obstructions or unsafe conditions are removed to provide access.

The following areas were inaccessible:

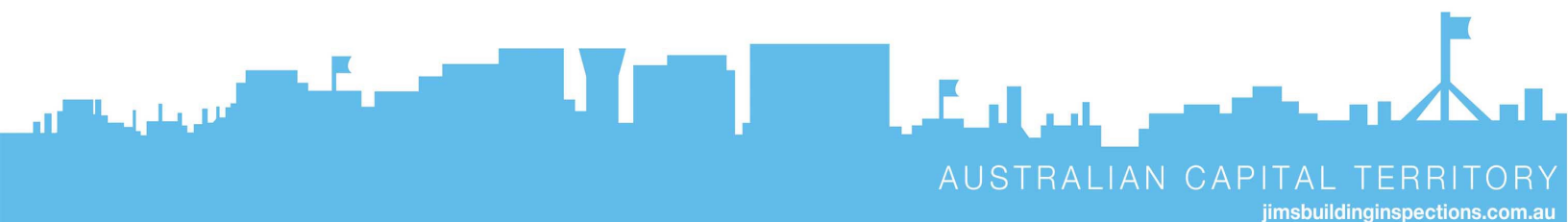
- Areas of low roof pitch preventing full inspection.
- Areas of skillion or flat roof - no access.
- Ceiling Cavity - Part.
- Subfloor - Part.

Any areas which are inaccessible at the time of inspection present a high risk for undetected building defects. The client is strongly advised to make arrangements to access inaccessible areas urgently wherever possible.

Obstructions and Limitations

Building defects, termite and timber pest activity as well as conditions conducive to both, may be concealed by the following obstructions which prevented full inspection:

- Above safe working height



- Appliances and equipment
- Areas of low roof pitch preventing full inspection
- Ceiling cavity inspection was significantly obstructed with more than 75% of the inspectable area inaccessible or obstructed by factors like lack of safe access, insulation and ducting.
- Ceiling linings
- Debris in gutters
- Fixed ceilings
- Fixed Furniture - Built-in Cabinetry
- Insulation
- Floor coverings
- Furniture
- Lack of clearance - subfloor
- Patio
- Stored items
- Stored items, built in cabinetry, furniture and personal items obscured approximately 25% of every room.
- Subfloor was obscured due to poor clearance and obstructions. Less than 50% of the inspectable area was accessible.
- Wall linings

The presence of obstructions increases the risk of undetected defects. The client should make arrangement to remove obstructions where ever possible and re-inspect these areas as a matter of urgency. See also overall risk rating for undetected defects.

Undetected defect risk

A risk rating is provided to help you understand the degree to which accessibility issues and the presence of obstructions have limited the scope of the inspection.

The risk of undetected defects is: Medium

When the risk of undetected defects is high we strongly recommend further inspection once access is provided or if the obstruction can be removed. Contact us for further advice.



Section D Significant Items

Safety Hazard

Finding 1.01

Building:	Pool Area
Location:	Swimming Pool - Above Ground
Finding:	Pool/Spa Cover
Information:	The pool/Spa cover must be lockable and must remain locked at all times when not in use. I am not a pool specialist and the legality of the pool/spa in this area should be approved by a local council or pool specialist.



Major Defect

No evidence was found.

Minor Defect

Finding 3.01

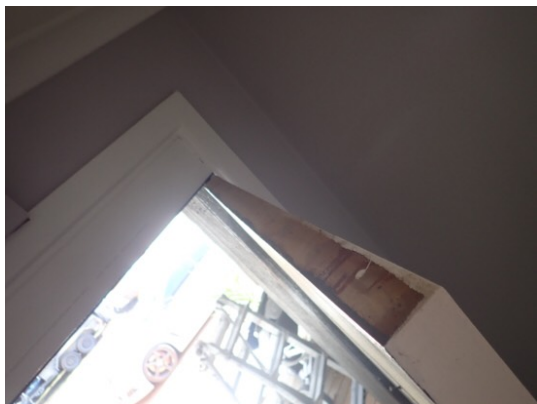
Building: Main Building

Location: All Areas

Finding: Doors not sealed

Information: The BCA requires all doors leading to external areas or wet areas to be sealed completely, this means all sides, edges, faces, tops and bottoms must be painted. This helps to avoid secondary defects and is also often a door manufacturers requirement for warranty.

This can be fixed by a painter or general handyperson.



Live Timber Pest Activity

No evidence was found.

Timber Pest Damage

No evidence was found.

Section D Significant Items

Conditions Conducive to Timber Pest Activity

Finding 6.01

Building: Main Building

Location: All Areas

Finding: Termite Management System - no evidence of installation

Information: The application of a post-construction chemical termite barrier is highly recommended for all properties, particularly if live termite activity has been found on the site previously. Such barriers are highly effective in preventing termite attack on any timber building elements throughout the property.

A durable notice should be placed in the switchboard unit to indicate current termite barriers. At the time of inspection, it appeared as though no termite management system has been installed, with no evidence to suggest preventative works taking place.

The client may consider gaining further advice from a pest controller as to the costs and procedures involved with this application. It is recommended that obtaining such advice be a short-term priority.



Finding 6.02

Building:	Main Building
Location:	Front Elevation
Finding:	Garden Beds - Conditions Conducive to Termites
Information:	Garden beds were found to be evident in the garden area. These garden beds can include untreated timber, and with a combination of moisture from watering hosing can make conditions conducive to termite activity and termite ingress.



Section D Significant Items



D4 Further Inspections

We advise that you seek additional specialist inspections from a qualified and, where appropriate, licensed -

- Termite and Timber Pest Technician / Licensed Pest Controller
- Licensed Plumber

Jim's Building Inspections can put you in contact with qualified and licensed providers of these and other trades services. Please contact your inspector for recommendations, or visit www.jims.net.

D5 Conclusion - Assessment of overall condition of property

At the time of the inspection the property was found to be in good condition for its age and construction type when compared to others of similar age and construction type in the area.

No Durable Notice was found at the time of the inspection, although this is consistent with a property of this age and construction type it is recommended that a post construction termite barrier be installed to limit the risk of the property being effected from an infestation of termites in the future. No live termites or termite damage were found at the time of the inspection.

For further information, advice and clarification please contact John Clancy on 0408 015 814

Section E Attachments and Further Comments



Definitions to help you better understand this report

Access hole (cover)	An opening in flooring or ceiling or other part of a structure (such as service hatch, removable panel) to allow for entry to carry out an inspection, maintenance or repair.
Accessible area	An area of the site where sufficient, safe and reasonable access is available to allow inspection within the scope of the inspection.
Appearance defect	Fault or deviation from the intended appearance of a building element.
Asbestos Containing Material (ACM)	Asbestos containing material (ACM) means any material or thing that, as part of its design, contains asbestos.
Building element	Portion of a building that, by itself or in combination with other such parts, fulfils a characteristic function. NOTE: For example supporting, enclosing, furnishing or servicing building space.
Client	The person or other entity for whom the inspection is being carried out.
Conditions Conducive to Termite Activity	Noticeable building deficiencies or environmental factors that may contribute to the presence of Termites.
Defect	Fault or deviation from the intended condition of a material, assembly, or component.
Detailed assessment	An assessment by an accredited sampler to determine the extent and magnitude of methamphetamine contamination in a property.
Inspection	Close and careful scrutiny of a building carried out without dismantling, in order to arrive at a reliable conclusion as to the condition of the building.
Inspector	Person or organisation responsible for carrying out the inspection.
Instrument Testing	Where appropriate the carrying out of Tests using the following techniques and instruments: (a) electronic moisture detecting meter - an instrument used for assessing the moisture content of building elements (b) stethoscope - an instrument used to hear sounds made by termites within building elements (c) probing - a technique where timber and other materials/areas are penetrated with a sharp instrument (e.g. bradawl or pocket knife), but does not include probing of decorative timbers or finishes, or the drilling of timber and trees and (d) sounding - a technique where timber is tapped with a solid object. (e) T3I - an instrument used to detect movement, moisture and changes in temperature within timber
Limitation	Any factor that prevents full or proper inspection of the building.
Major defect	A defect of sufficient magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility or further deterioration of the property.

Definitions to help you better understand this report

Methamphetamine	An amphetamine type stimulant that is highly addictive. Methamphetamine is a controlled substance, classified as a Class A (very high risk) drug under the Misuse of Drug Act.
Methamphetamine contamination	A property or part of a property where the level of methamphetamine has been tested in accordance with this standard and found to exceed 0.5 micrograms/100 cm ² (Residential) or 10 micrograms/100 cm ² (Commercial).
Methamphetamine production/ manufacture	The manufacture of methamphetamine, including processing, packaging, and storage of methamphetamine and associated chemicals.
Minor defect	A defect other than a major defect.
Roof space	Space between the roof covering and the ceiling immediately below the roof covering.
Screening assessment	An assessment by a screening sampler to determine whether or not methamphetamine is present.
Serviceability defect	Fault or deviation from the intended serviceability performance of a building element.
Significant item	An item that is to be reported in accordance with the scope of the inspection.
Site	Allotment of land on which a building stands or is to be erected.
Structural defect	Fault or deviation from the intended structural performance of a building element.
Structural element	Physically distinguishable part of a structure. NOTE: For example wall, columns, beam, connection.
Subfloor space	Space between the underside of a suspended floor and the ground.
Subterranean Termite Management Proposal	A written proposal in accordance with Australian Standard AS 3660.2 to treat a known subterranean termite infestation and/or manage the risk of concealed subterranean termite access to buildings and structures.
Termite Activity	Tell-tale signs associated with 'active' (live) and/or 'inactive' (absence of live) Termites at the time of inspection.
Termite Attack	Termite Activity and/or Termite Damage.
Termite Damage	Noticeable impairments to the integrity of timber and other susceptible materials resulting from attack by Termites.
Termites	Wood destroying insects belonging to the order 'Isoptera' which commonly attack seasoned timber.
Tests	Additional attention to the visual examination was given to those accessible areas which the consultant's experience has shown to be particularly susceptible to attack by Termites. Instrument Testing of those areas and other visible accessible timbers/materials/areas showing evidence of attack was performed.

Definitions to help you better understand this report



Terms on which this report was prepared

SERVICE As requested by the Client, the inspection carried out by the Building Inspection Consultant ("the Consultant") was a "Pre-Purchase Building and Termite Inspection Report". A Pre-Inspection Agreement was issued prior to service and forms part of the service agreement.

PURPOSE The purpose of this inspection is to provide advice to the client or other interested party regarding the condition of the property at the time of inspection. A report may be conditional on the following:

- (a) Information provided by the person, the employees or agents of the person requesting the report.
- (b) Apparent concealment of possible defects.
- (c) Any other factor limiting the preparation of the report.

SCOPE OF INSPECTION

The inspection shall comprise visual assessment of the property and limited assessment of serviceability to identify major defects, urgent and serious safety hazards and to form an opinion regarding the general condition of the property at the time of inspection.

An estimate of the costs of rectification of defects is not required in an inspection report.

The Report deals only with the detection or non-detection of Termite Attack and Conditions Conducive to Termite Attack discernible at the time of inspection.

The inspection was limited to Readily Accessible Areas of the Building and Site. The inspection did not include areas which were inaccessible, not readily accessible or obstructed at the time of inspection.

The Client shall arrange right of entry, facilitate physical entry and supply necessary information to enable the inspector to undertake the inspection and prepare a report.

The Inspector is not responsible for arranging entry to property or parts of the property, where reasonable access or entry is denied those areas are excluded from and do not form part of the inspection.

Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection and may include - but are not limited to - roofing, fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, clothes, stored articles/materials, thermal insulation, sarking, pipe/duct work, builder's debris, vegetation, pavements or earth.

ACCEPTANCE CRITERIA

Unless noted in "Special Conditions or Instructions", the building being inspected was compared with a similar building. To the Consultant's knowledge the similar building used for comparison was constructed in accordance with generally accepted practice at the time of construction and which has been maintained such that there is no significant loss of strength and serviceability.

Unless noted in "Special Conditions or Instructions", this Report assumes that the existing use of the building will continue.

EXTENT OF REPORTING

Significant items to be reported are as follows:

- (a) Major defects.



Terms on which this report was prepared

- (b) A general impression regarding the extent of minor defects. NOTE: For example, significantly deteriorating exterior paint.
- (c) Any major defect that is an urgent and serious safety hazard. NOTE: For example, unsafe balustrades or imminent collapse of a structural member.
- (d) Presence or absence of termite activity or damage
- (e) Presence or absence of other timber pest activity or damage
- (f) Evidence of conditions conducive to termite activity.

LIMITATIONS

The Client acknowledges:

1. That this Report is prepared in accordance with AS 4349.1-2007 and AS 4349.3 - 2010 but that it is not a Certificate of Compliance of the property within the requirements of any Act, regulation, ordinance, local law or by-law and is not a warranty against problems developing in the future.
2. This Report does not include the inspection and assessment of matters outside the scope of the requested inspection and report.
3. The inspection only covered the Readily Accessible Areas of the Building and Site. The inspection did not include areas which were inaccessible, not readily accessible, and unsafe to access or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection and may include - but are not limited to - roofing, fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, clothes, stored articles/materials, thermal insulation, sarking, pipe/duct work, builder's debris, vegetation, pavements or earth.
4. This Report has been produced for the use of the Client. The Consultant or their firm or company are not liable for any reliance placed on this report by any third party.
5. The detection of drywood termites may be extremely difficult due to the small size of the colonies. No warranty of absence of these termites is given.
6. The Inspection and Report are not a warranty as to the absence of Termite Attack.
7. This Report does not cover or deal with environmental risk assessment or biological risks not associated with Termites (e.g. toxic mould) or occupational, health or safety issues. Such advice may be the subject of a Special-Purpose Inspection Report which is adequately specified and must be undertaken by an appropriately qualified inspector. The choice of such inspector is a matter for the Client.
8. This Report does not deal with any termite preventative or treatment measures, or provide costs for the control, rectification or prevention of attack by termites. However, this additional information or advice may be the subject of a termite management proposal which is adequately specified.
9. Where insulation is present it is advised that these items should be moved or removed to allow a full inspection to the wall top plate timbers and other roofing timbers covered by the insulation. This invasive inspection will not be performed unless a separate contract is entered into.
10. Where a property is furnished at the time of the inspection then you must understand that the furnishings and stored goods may be concealing evidence of building defects, termite activity and/or damage. This evidence may only be revealed when the furnishings and stored goods are moved. In this case a further inspection of the property is strongly recommended.
11. Where the subject building is part of a strata or company titled property, the inspection was limited to assessing the interior and immediate exterior of a particular unit. The Client may have additional liability for Building Defects, Property Maintenance and Timber Pest Attack in the common property. This additional liability can only be addressed through the undertaking of a Special-Purpose Inspection Report which is adequately specified. Seek further advice from your Building Inspector.
12. Only structures, fences, trees etc within 50 m of the building but within the boundary of the property were inspected.
13. If a building or part of a building, is constructed on a concrete slab it is always more susceptible to concealed

Terms on which this report was prepared

termite entry.

UNDETECTED DEFECT RISK RATING

Where the risk rating for undetected defects is considered medium or high, a further inspection is strongly recommended of areas that were not readily accessible and of inaccessible or obstructed areas once access have been provided or the obstruction removed.

This may require the moving, lifting or removal of obstructions such as floor coverings, furniture, stored items, foliage and insulation.

This is often called an Invasive inspection as in some instances it may also require the removal of ceiling and wall linings and the cutting of traps and access holes. Seek further advice from your Building Inspector.

EXCLUSIONS

This report excludes assessment of: Footings below ground, concealed damp proof course, electrical installations, concealed plumbing, adequacy of roof drainage, gas fittings and fixtures, air-conditioning, automatic garage doors, pools and related equipment, alarm systems, operation of fireplaces and chimneys, flues and solid fuel heaters, alarm and intercom systems, soft floor coverings, appliances, paint coating, health hazards, timber and metal framing size and adequacy, concealed tie downs and bracing, timber pest activity, other mechanical or electrical equipment such as soil conditions, control joints, sustainable development provisions, concealed timber frames, landscaping, rubbish, floor coverings, furniture and accessories, stored items, insulation, environmental matters or lighting and energy efficiency.

IMPORTANT SAFETY INFORMATION - SMOKE DETECTORS

We cannot comment on smoke detector installation and testing as it is not within the scope of this report and requires specialist inspection services. It is however strongly recommended that all existing detectors in the property be tested prior to occupation and advice be sought as to the suitability of their number, placement and operation.

IMPORTANT SAFETY INFORMATION - ASBESTOS

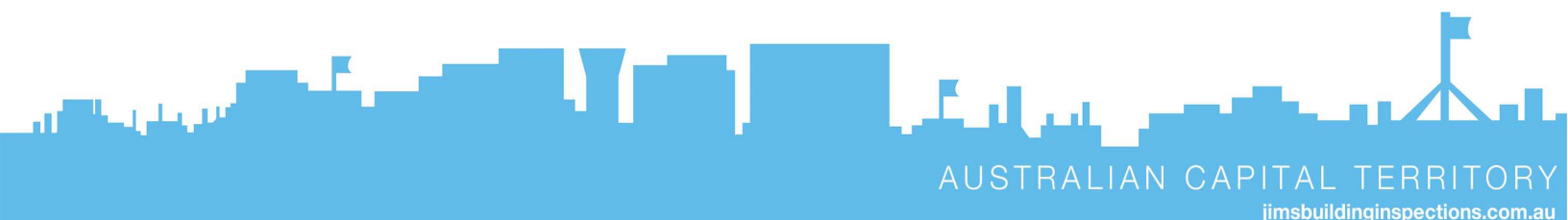
We cannot comment on the presence or absence of Asbestos from this building as it is not within the scope of this report and requires specialist inspection services. It is however strongly advised that the presence of Asbestos be presumed until otherwise definitely known.

Asbestos containing materials may include sheet type building materials, roofing materials, insulations and linings and more. Especially in buildings that were built or modified pre-1992 further inspection should be undertaken prior to works like renovations, extensions, repairs and maintenance or where any materials which could contain Asbestos become damaged or worn.

An Asbestos Inspection and Condition Audit is always advised.

IMPORTANT SAFETY INFORMATION - SAFETY GLASS

Glazing standards in contemporary or recently constructed buildings are governed by the Building Code of Australia (National Construction Code) and will almost always be constructed using glazing designed to minimise injury if impacted or broken. Glazing in older homes is highly unlikely to be 'Safety Glass' and may cause significant injury if



Terms on which this report was prepared

damaged. Exercise care and caution around glass in older homes in particular.

This Report only records the observations and conclusions of the Consultant about the readily observable state of the property at the time of inspection.

If the Client has any doubt about the purpose, scope and acceptance criteria on which this Report was based please discuss your concerns with the Consultant on receipt of this Report.

The Client acknowledges that, unless stated otherwise, the Client as a matter of urgency should implement any recommendation or advice given in this Report.

Privacy Policy:

We value your personal information, we will ensure it is secure and never share or sell your personal details and contact information. We do however use data collected during inspections for research, commercial, training and educational purposes.

For more information please review our Privacy Policy online at www.jimsbuildinginspections.com.au.

Compliments, Complaints and Concerns:

Your feedback, both positive and negative, can assist us to improve our services. We encourage you to please contact us with any compliments or concerns directly and as soon as you are able.

The process for managing customer feedback is documented below:

1. Contact your inspector directly to provide feedback or make any complaint as soon as you are able.
2. If your inspector cannot resolve it or it involves our insurers they will escalate it to their Regional Franchisor (Manager) and / or insurer as applicable.
3. You can also contact their Regional Franchisor (Manager) directly on 131 546 ask to speak to your Inspectors Regional Franchisor (Manager) or email info@jimsbuildinginspections.com.au

Should you have any queries about our terms and conditions, the inclusions and exclusions of this report please contact your Inspector.

